IN THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF ILLINOIS EASTERN DIVISION

MARCELINO ANDRADE, **BERENICE** JACINTO, AMERICA GARCIA, ORALIA **MIGUEL** PALACIOS, RUBIO, **ISMAEL** ANDRADE, JOSE HERNANDEZ, LUCIA Case No. FILED: AUGUST 27, 2008 PORTILLO, RENE CORDOBA. and 08CV4912 FRANCISCO MEDINA, on behalf of Hon. JUDGE MANNING themselves and all other persons similarly situated, known and unknown, MAGISTRATE JUDGE DENLOW Plaintiffs, ΑO v. IDEAL STAFFING SOLUTIONS, INC., UAL, INC., ALITALIA AIRLINES, SINGAPORE AIRLINES, GATE GOURMET, INC., AIR MENZIES INTERNATIONAL (USA), INC., **SWISSPORT CARGO** SERVICES, INC., APEX PLASTIC FINISHING COMPANY, JD NORMAN INDUSTRIES, INC. and DIEGO DEASTIS, individually, Defendants.

DEFENDANT UAL, INC.'S NOTICE OF REMOVAL

Defendant UAL, Inc., by its attorneys and pursuant to 28 U.S.C. §§ 1441(a), (b), (c) and 1446, hereby removes this action from the Circuit Court of Cook County, Illinois to the United States District Court for the Northern District of Illinois, Eastern Division. This action may be removed because this Court has original jurisdiction over the Complaint pursuant to 28 U.S.C. §§ 1331 and 1367(a). In support of removal, UAL, Inc. states as follows:

PROCEDURAL REQUIREMENTS

1. On July 17, 2008, Plaintiffs Marcelino Andrade, Berenice Jacinto, America Garcia, Oralia Palacios, Miguel Rubio, Ismael Andrade, Jose Hernandez, Lucia Portillo, Rene Cordoba, and Francisco Medina ("Plaintiffs") filed a complaint against Defendants Ideal Staffing

Solutions, Inc., UAL, Inc., Alitalia Airlines, Singapore Airlines, Gate Gourmet, Inc., Air Menzies International (USA), Inc., Swissport Cargo Services, Inc., Apex Plastic Finishing Company, JD Norman Industries, Inc. and Diego Deastis ("Defendants") in the Circuit Court of Cook County, Illinois (the "Complaint").

- 2. Plaintiffs allege, on behalf of themselves and others similarly situated, that they are low-wage workers who were hired by a temporary staffing agency to work at eight different client companies located at or near O'Hare International Airport. (Compl. ¶ 1). Plaintiffs allege that they were not paid for overtime and other earned wages. (Compl. ¶ 1).
- 3. Plaintiffs' Complaint asserts that the Defendants violated the Illinois Minimum Wage Law, 820 ILCS 105/1 et seq. ("IMWL"), the Illinois Wage Payment and Collection Act, 820 ILCS 15/1 et seq. ("IWPCA"), the Illinois Day and Temporary Labor Services Act, 820 ILCS 115/1 et seq. ("IDTLSA"), and the Fair Labor Standards Act, 29 U.S.C. § 201 et seq. ("FLSA"). Plaintiffs' Complaint asserts eleven causes of action: failure to pay overtime wages in violation of the IMWL (Count I), failure to pay overtime wages in violation of the IMWL (Count III), failure to pay state-mandated minimum wages in violation of the IDTLSA (Count IV), failure to pay wages for all time worked in violation of the IWPCA (Count V), failure to pay wages for all time worked in violation of the IDTLSA (Count VI), failure to pay wages in violation of the IDTLSA (Count VIII), failure to provide Employment Notices in violation of the IDTLSA (Count IX), failure to pay minimum wages in violation of the IDTLSA (Count IX), failure to pay minimum wages in violation of the IDTLSA (Count IX), failure to pay minimum wages in violation of the FLSA (Count XI).

- 4. On July 31, 2008, Defendant Gate Gourmet, Inc. was served with the Summons and Complaint. Copies of the Summons and Complaint, which constitute all process, pleadings and orders served upon Defendant Gate Gourmet, Inc., are attached hereto as Exhibit A.
- 5. On August 4, 2008, Defendant UAL, Inc. was served with the Summons and Complaint. Copies of the Summons and Complaint, which constitute all process, pleadings and orders served upon Defendant UAL, Inc., are attached hereto as Exhibit B.
- 6. The docket of the Circuit Court of Cook County for case number 2008-CH-25610 does not show that any other defendants have been served with Summons and Complaint, and UAL, Inc. is not aware of service of the Summons and Complaint on any other named defendants.
- 7. Other defendants have received copies of the Summons and Complaint. It is unclear whether these defendants have been properly served with the Summons and Complaint.
- 8. On July 28, 2008, Defendant Apex Plastic Finishing Company received copies of the Summons and Complaint. Copies of the Summons and Complaint, which constitute all process, pleadings and orders received by Defendant Apex Plastic Finishing Company, are attached hereto as Exhibit C.
- 9. On July 29, 2008, Defendant JD Norman Industries, Inc. received copies of the Summons and Complaint. Copies of the Summons and Complaint, which constitute all process, pleadings and orders received by Defendant JD Norman Industries, Inc., are attached hereto as Exhibit D.
- 10. On July 29, 2008, Defendant Aeroground Inc. d/b/a Menzies Aviation improperly named as Air Menzies received copies of the Summons and Complaint. Copies of the Summons

and Complaint, which constitute all documents received by Defendant Aeroground Inc. d/b/a Menzies Aviation improperly named as Air Menzies, are attached hereto as Exhibit E.

- 11. On August 6, 2008, Defendant Swissport Cargo Services, Inc. received copies of the Summons and Complaint. Copies of the Summons and Complaint, which constitute all process, pleadings and orders received by Defendant Swissport Cargo Services, Inc., are attached hereto as Exhibit F.
- 12. On August 26, 2008, Defendant Alitalia Airlines, Inc. received, from counsel for a co-defendant in this case, a copy of the Complaint.
- 13. All defendants who have been served in this case have, by signature of their counsel on this Notice of Removal, consented to removal.
- 14. Although the consent of defendants who have not been properly served is not required, all defendants who have received copies of the Summons and Complaint have also, by signature of their counsel on this Notice of Removal, consented to removal.
- 15. UAL, Inc.'s Notice of Removal is timely pursuant to 28 U.S.C. § 1446, because it is filed within 30 days of the date on which UAL, Inc. was served and/or the date on which any Defendant was served with the Summons and Complaint.
- 16. Written notice of the filing of this Notice of Removal and supporting papers have been given to Plaintiffs and copies of these papers have been served on Plaintiffs and filed with the Clerk of the Circuit Court of Cook County, Illinois, as required by 28 U.S.C. § 1446(d).
 - 17. Venue is proper in this District under 28 U.S.C. § 1391.

STATUTORY GROUNDS FOR REMOVAL

- 18. The federal removal statute provides:
 - (a) Except as otherwise expressly provided by Act of Congress, any civil action brought in State court of which the district courts of the United States have original jurisdiction, may be removed by the defendant or the

- defendants, to the district court of the United States for the district and division embracing the place where such action is pending. . . .
- (b) Any civil action of which the district courts have original jurisdiction founded on the claim or right arising under the Constitution, treaties, or laws of the United States shall be removable without regard to the citizenship or residence of the parties . . .

28 U.S.C. § 1441(a) & (b).

- 19. Federal district courts have "original jurisdiction" for all civil actions "arising under the Constitution, laws, or treaties of the United States." 28 U.S.C. § 1331. Likewise, the FLSA provides that "[a]n action to recover the liability prescribed in [the FLSA] may be maintained against any employer (including a public agency) in any Federal or State court of competent jurisdiction by any one or more employees . . ." 29 U.S.C. § 216(b).
- 20. Thus, UAL, Inc. may remove this action pursuant to 28 U.S.C. § 1441(b) because Plaintiffs' Counts X and XI explicitly arise under the FLSA.
- 21. The state law claims asserted in the Complaint are integrally related to Plaintiffs' federal claims and thus form a part of the same case or controversy. Accordingly, this Court has supplemental jurisdiction over these claims under 28 U.S.C. § 1367(a).
- 22. Accordingly, original federal question jurisdiction is vested in this Court with respect to Plaintiff's entire Complaint by 29 U.S.C. § 1132(e) and 28 U.S.C. § 1331.

CONCLUSION

WHEREFORE, Defendant UAL, Inc. respectfully requests that Plaintiffs' claims be removed to federal court pursuant to 28 U.S.C. §§ 1331 and 1367(a).

Respectfully submitted,

Dated: August 27, 2008

Sari M. Alamuddin Alison B. Willard Ticole T. Miller MORGAN, LEWIS & BOCKIUS LLP 77 West Wacker Drive, 5th Floor Chicago, Illinois 60601 (312) 324-1000

Attorneys for Defendant UAL, Inc.

Document 1

Dated: August 27, 2008

Consented to by,

Dennis P.W. Johnson Uma Chandrasekaran

Pugh, Jones, Johnson & Quandt, P.C.

180 N. Lasalle Street

34th Floor

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(860) 724-3397 - Fax

*Pro hac vice motions to be filed.

Attorneys for Defendant Gate Gourmet, Inc.

Consented to by,

Dated: August 27, 2008

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Attorneys for Defendant Aeroground Inc. d/b/a Menzies Aviation improperly named as Air Menzies

Consented to by,

Dated: August 27, 2008

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Attorneys for Defendant Gate Gourmet, Inc.

Consented to by,

Dated: August 27, 2008

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Attorneys for Defendant Aeroground Inc. d/b/a Menzies Aviation improperly named as Air Menzies

Dated: August 27, 2008

Consented to by,

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Attorneys for Defendant Swissport Cargo Services, Inc.

Consented to by,

Dated: August 27, 2008

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Fax: (630) 871-0084

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Dated: August 27, 2008

Consented to by,

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Dated: August 27, 2008

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Consented to by,

Dated: August 27, 2008

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Attorneys for Defendant JD Norman Industries, Inc.

Consented to by,

Dated: August 27, 2008

Eugene Massamilla RJG

Eugene Massamillo Kaplan, von Ohlen & Massamillo, LLC 555 5th Avenue, 15th Floor New York, New York 10017

Phone: (212) 991-5915 Fax: 212 922-0530

Attorneys for Defendant Alitalia Airlines

CERTIFICATE OF SERVICE

The undersigned, an attorney, hereby certifies that she served a true and correct copy of the foregoing Defendant UAL, Inc.'s Notice of Removal on the following counsel for the indicated parties, via federal express on this 27th day of August, 2008:

John E. Untereker Christopher J. Williams Working Hands Legal Clinic 77 W. Washington, Suite 1402 Chicago, Illinois 60602 Attorneys for Plaintiffs

Dennis P.W. Johnson Uma Chandrasekaran Pugh, Jones, Johnson & Quandt, P.C. 180 N. Lasalle Street 34th Floor Chicago, IL 60601 Phone - 312-768-7884 Fax - 312-768-7801

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Attorneys for Defendant JD Norman Industries, Inc.

Eugene Massamillo Kaplan, von Ohlen & Massamillo, LLC 555 5th Avenue, 15th Floor New York, New York 10017 Phone: (212) 991-5915 Fax 212 922-0530

Attorneys for Defendant Alitalia Airlines

By:

Alison B. Willard

JUDGE MANNING MAGISTRATE JUDGE DENLOW

EXHIBIT A

CT CORPORATION

A WoltersKluwer Company

Service of Process Transmittal

07/31/2008

CT Log Number 513696021

TO: Kevin Forjette, Attorney

Gate Gourmet, Inc.

11710 Plaza America Drive, Suite 800

Reston, VA 20190

RE: **Process Served in Illinois**

FOR: Gate Gourmet, Inc. (Domestic State: DE)

ENCLOSED ARE COPIES OF LEGAL PROCESS RECEIVED BY THE STATUTORY AGENT OF THE ABOVE COMPANY AS FOLLOWS:

TITLE OF ACTION:

Marcelino Andrade, et al., on behalf of themselves and all other persons similarly situated, etc., Pltfs. vs. Ideal Staffing Solutions, Inc., et al. including Gate Gourmet,

DOCUMENT(S) SERVED: Summons (2 sets), Complaint, Exhibits

COURT/AGENCY: Cook County Circuit Court, County Department, Chancery Division, IL Case # 08CH25610

NATURE OF ACTION: Employee Litigation - Violations of Illinois Minimum Wage Law, Illinois Wage Payment

and Collection Act and the Illinois Day and Temporary Labor Services Act

ON WHOM PROCESS WAS SERVED: CT Corporation System, Chicago, IL

DATE AND HOUR OF SERVICE: By Process Server on 07/31/2008 at 10:30

APPEARANCE OR ANSWER DUE: Within 30 days after service, not counting the day of service

ATTORNEY(S) / SENDER(S): John E. Untereker

Working Hands Legal Clinic 77 W. Washington St. **Suite 1402** Chicago, IL 60602 312-795-9115

ACTION ITEMS:

CT has retained the current log, Retain Date: 07/31/2008, Expected Purge Date: 08/05/2008

08/05/2008
Image SOP - Page(s): 47
Email Notification, Teresa Rawson trawson@gategourmet.com
Email Notification, Kevin Forjette kforjette@gategourmet.com
Email Notification, Kim Browning kbrowning@gategourmet.com
Email Notification, Ferhana Ali FAli@gategourmet.com

SIGNED: C T Corporation System

PER: Tawana Carter ADDRESS:

208 South LaSalle Street

Suite 814

Chicago, IL 60604 312-345-4336 TELEPHONE:

Page 1 of 1/TL

Information displayed on this transmittal is for CT Corporation's record keeping purposes only and is provided to the recipient for quick reference. This information does not constitute a legal opinion as to the nature of action, the amount of damages, the answer date, or any information contained in the documents themselves. Recipient is responsible for interpreting said documents and for taking appropriate action. Signatures on certified mail receipts confirm receipt of package only, not contents.

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2221 - Not Served 2321 - Served By Mail

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•	ame all parties) Andrade et al.				
Ideal Staf	fing Solutions, Inc. e	v. t al.		No. 08 CH 25610 Gate Gourmet, Inc. c/o Reg. Agent CT Corp System 280 S. LaSalle St., Suite 814 Chicago, IL 60604	Gate Gourmet, Inc.
			SUMMON		
To each D	efendant:				
YC hereto atta following l	iched, or otherwise fil	ED and reque your appea	nired to file an answ rance, and pay the re	ver to the equired fee	complaint in this case, a copy of which is, in the Office of the Clerk of this Court at the
Q		nter, 50 W. V	Vashington, Room <u>802</u>	2	, Chicago, Illinois 60602
0	District 2 - Skokie 5600 Old Orchard R Skokie, IL 60077		District 3 - Rolling I 2121 Euclid Rolling Meadows, II		☐ District 4 - Maywood 1500 Maybrook Ave. Maywood, IL 60153
	District 5 - Bridgevie 10220 S. 76th Ave. Bridgeview, IL 6045		District 6 - Markbar 16501 S. Kedzie Pky Markham, IL 60420	vy.	☐ Child Support 28 North Clark St., Room 200 Chicago, Illinois 60602
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Name: Joh	nn E. Untereker/Worl	cing Hands l	Legal Clinic		DOROTHY BROWN
Atty. for:	Plaintiffs				Clerk of Court
Address:	77 W. Washington S	t., Suite 140	2	D (6	
City/State/	Zip: Chicago, IL 600	502		Date of (To b	e inserted by officer on copy left with defendant
Telephone: (312)-795-9115					or other person's
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(Area Code) (Facsimile Telephone Number)

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	IN COUN	THE CIRCUIT COURT OF CITY DEPARTMENT, Chancery	COOK COUNTY, ILLINOIS DIVISION	
	Name all parties) no Andrade et al.			
Ideal Sta	ffing Solutions, Inc. et	v. tal.	No. 08 CH 25610 Gate Gourmet, Inc.	
SUMN			c/o Reg. Agent CT Corp System 280 S. LaSalle St., Suite 814 Chicago, IL 60604	
To each I	Defendant:			
Y hereto att following	ached, or otherwise file	D and required to file an ans your appearance, and pay the	swer to the complaint in this case, a copy of which is required fee, in the Office of the Clerk of this Court at the	
包	Richard J. Daley Cen	iter, 50 W. Washington, Room 80	02 , Chicago, Illinois 60602	
a	District 2 - Skokie 5600 Old Orchard Rd Skokie, IL 60077	District 3 - Rolling 2121 Euclid Rolling Meadows,	1500 Maybrook Ave.	
	District 5 - Bridgeview 10220 S. 76th Ave. Bridgeview, IL 60455	16501 S. Kedzie Pk	kwy. 28 North Clark St., Room 200	
IF YOU F	file within 30 days afte FAIL TO DO SO, A JU FED IN THE COMP	r service of this Summons, not o JDGMENT BY DEFAULT MA LAINT.	counting the day of service. AY BE ENTERED AGAINST YOU FOR THE RELIEF	
To the off	icer:			
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A 44 BY	AA53A		JUL 22 2008 witness,,	
Atty. No.:		ng Hands Legal Clinic		
Atty. for:			DOROTHY BROWN	
-	77 W. Washington St.,	Suite 1402	CLERK OF CIN Cherk of Court	
-	Zip: Chicago, IL 6060		Date of service:	
•	(312)-795-9115		(To be inserted by officer on copy left with defendant of officer person)	
Service by	Facsimile Transmission	on will be accepted at:		
			(Area Code) (Faqsimile Lelephone Number)	

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS COUNTY DEPARTMENT, CHANCERY DIVISION

MARCELINO ANDRADE, BERENICE JACINEO OK AMERICA GARCIA, ORALIA PALACIOS, MIGUEL RUBIO, ISMAEL ANDRADE, JOSE HERNANDER, RK LUCIA PORTILLO, RENE CORDOBA, and FRANCISCO MEDINA, on behalf of themselves and all other persons similarly situated, known and unknown, Plaintiffs, Case No. v. IDEAL STAFFING SOLUTIONS, INC., UAL, INC., 08CH25610 ALITALIA AIRLINES, SINGAPORE AIRLINES, GATE GOURMET, INC., AIR MENZIES INTERNATIONAL (USA), INC., SWISSPORT CARGO SERVICES, INC., APEX PLASTIC FINISHING COMPANY, JD NORMAN INDUSTRIES, INC. and DIEGO DEASTIS, individually, Defendants.

COMPLAINT

Plaintiffs Marcelino Andrade, America Garcia, Berenice Jacinto, Oralia Palacios, Miguel Rubio, Ismael Andrade, Jose Hernandez, Lucia Portillo, Rene Cordoba, and Francisco Medina, on behalf of themselves and other similarly situated employees, known and unknown, through their attorneys, for their Complaint against Defendants Ideal Staffing Solutions, Inc. ("Ideal"), UAL, Inc. ("United"), Alitalia Airlines ("Alitalia"), Singapore Airlines ("Singapore"), Gate Gourmet, Inc. ("Gate Gourmet"), Air Menzies International(USA), Inc. ("Menzies"), Swissport Cargo Services, Inc. ("Swissport"), APEX Plastic Finishing Company ("APEX"), JD Norman Industries, Inc. ("JD Norman"), and Diego Deastis ("Deastis"), individually, (collectively "Defendants"), state as follows:

I. INTRODUCTION

1. Plaintiffs are low-wage workers who were hired by a temporary staffing agency, Ideal, to work at eight different client companies located at or near O'Hare International Airport, including United, Alitalia, Singapore Airlines, Gate Gourmet, Menzies, and Swissport. Plaintiffs make a claim for unpaid overtime and other earned wages on behalf of themselves and a class of similarly situated employees. Plaintiffs and the class seek recovery of their owed wages from Ideal and Ideal's client companies jointly in that all benefited from the illegal schemes used to deny Plaintiffs and the class their earned wages thereby reducing labor costs. Plaintiffs also seek recovery for Defendants' violation of protections specifically guaranteed to day laborers by Illinois law.

II. NATURE OF PLAINTIFFS' CLAIMS

2. This lawsuit arises under the Illinois Minimum Wage Law, 820 ILCS 105/1 et seq. ("IMWL"), the Illinois Wage Payment and Collection Act, 820 ILCS 115/1 et seq. ("IWPCA"), and the Illinois Day and Temporary Labor Services Act, 820 ILCS 115/1 et seq. ("IDTLSA"), for: 1) Defendants Ideal, Deastis, Menzies, Alitalia, and Gate Gourmet's failure to pay overtime wages to Plaintiffs Ismael Andrade, Jose Hernandez, Berenice Jacinto, and other similarly situated employees in violation of the IMWL and the IDTLSA; 2) all Defendants' failure to pay minimum wages to Plaintiffs and other similarly situated employees in violation of the IMWL and IDTLSA; 3) all Defendants' failure to pay all earned wages to Plaintiffs and other similarly situated employees in violation of the IWPCA and the IDTLSA; 4) Defendant Ideal's failure to compensate Plaintiffs Berenice Jacinto, Lucia Portillo and similarly situated employees for a minimum of four (4) hours on days when they were contracted to work, but were not utilized as required by the IDTLSA; 5) Defendant Ideal's failure to provide Plaintiffs and

similarly situated employees with Employment Notices as required by the IDTLSA; 6) Defendant Ideal's failure to provide Plaintiffs and similarly situated employees with proper Wage Payment and Notices as required by the IDTLSA. Plaintiffs bring this lawsuit as a class action, under Illinois Code of Civil Procedure 735 ILCS 5/2-801 et seq., seeking damages and other equitable relief under the IMWL, the IWPCA and the IDTLSA on behalf of Plaintiffs and all other similarly situated employees of Defendants. Plaintiffs Ismael Andrade, Jose Hernandez, and Berenice Jacinto also bring individual claims under the Fair Labor Standards Act, 29 U.S.C. §201 et seq. ("FLSA") for Defendants Ideal, Deastis, Menzies, Alitalia, and Gate Gourmet's failure to pay federally mandated minimum wages and overtime wages.

3. The "IMWL Class Period" for the IMWL overtime and minimum wage claims is designated as the period beginning July 17, 2005 based on the limitations period of the IMWL. The "IWPCA Class Period" for the IWPCA claim is designated as the period beginning July 17, 2003 based on the limitations period of the IWPCA. The "IDTLSA Class Period" for the IDTLSA claims is designated as the period beginning January 1, 2006, the effective date of the IDTLSA, to the present, based upon Plaintiffs' allegations that the violations of the IDTLSA, as described more fully below, have been ongoing since that time.

III. JURISDICTION

4. Jurisdiction in this Court is proper pursuant to 735 ILCS 5/2-209(a)(1) because Defendants committed the violations of the IMWL, the IWPCA and the IDTLSA complained of herein in Illinois and, pursuant to 735 ILCS 5/2-209(b)(4), because Defendants conduct and transact business from and within the state of Illinois.

IV. VENUE

5. Venue is proper in this judicial district pursuant to 735 ILCS 5/2-101 in that Plaintiffs and other members of the Class performed work for Defendants within Cook County, Illinois, a substantial number of the acts complained of herein occurred within Cook County, Illinois, and Defendants have maintained offices and transacted business during the Class Period within Cook County, Illinois.

V. PARTIES

A. Plaintiffs

- 6. At all relevant times, Plaintiff Marcelino Andrade has been an "employee" of Defendant Ideal, as that term is defined by the IMWL, IWPCA, and the FLSA, and has been employed by Defendant Ideal as a "day or temporary laborer" as that term is defined by the IDTLSA, 820 ILCS 175/5, and has been leased by Defendant Ideal to work as a day or temporary laborer at various third party client companies, including Swissport and Alitalia.
- 7. At all relevant times, Plaintiff America Garcia has been an "employee" of Defendant Ideal, as that term is defined by the IMWL, IWPCA, and the FLSA, and has been employed by Defendant Ideal as a "day or temporary laborer" as that term is defined by the IDTLSA, 820 ILCS 175/5, and has been leased by Defendant Ideal to work as a day or temporary laborer at various third party client companies, including JD Norman and APEX.
- 8. At all relevant times, Plaintiff Berenice Jacinto has been an "employee" of Defendant Ideal, as that term is defined by the IMWL, IWPCA, and the FLSA, and has been employed by Defendant Ideal as a "day or temporary laborer" as that term is defined by the IDTLSA, 820 ILCS 175/5, and has been leased by Defendant Ideal to work as a day or temporary laborer at various third party client companies, including APEX and Gate Gourmet.

- 9. At all relevant times, Plaintiff Oralia Palacios has been an "employee" of Defendant Ideal, as that term is defined by the IMWL, IWPCA, and the FLSA, and has been employed by Defendant Ideal as a "day or temporary laborer" as that term is defined by the IDTLSA, 820 ILCS 175/5, and has been leased by Defendant Ideal to work as a day or temporary laborer at various third party client companies, including JD Norman.
- 10. At all relevant times, Plaintiff Miguel Rubio has been an "employee" of Defendant Ideal, as that term is defined by the IMWL, IWPCA, and the FLSA, and has been employed by Defendant Ideal as a "day or temporary laborer" as that term is defined by the IDTLSA, 820 ILCS 175/5, and has been leased by Defendant Ideal to work as a day or temporary laborer at various third party client companies, including Menzies.
- 11. At all relevant times, Plaintiff Ismael Andrade has been an "employee" of Defendant Ideal, as that term is defined by the IMWL, IWPCA, and the FLSA, and has been employed by Defendant Ideal as a "day or temporary laborer" as that term is defined by the IDTLSA, 820 ILCS 175/5, and has been leased by Defendant Ideal to work as a day or temporary laborer at various third party client companies, including Menzies and Alitalia.
- 12. At all relevant times, Plaintiff Jose Hernandez has been an "employee" of Defendant Ideal, as that term is defined by the IMWL, IWPCA, and the FLSA, and has been employed by Defendant Ideal as a "day or temporary laborer" as that term is defined by the IDTLSA, 820 ILCS 175/5, and has been leased by Defendant Ideal to work as a day or temporary laborer at various third party client companies, including Menzies and Alitalia.
- 13. At all relevant times, Plaintiff Lucia Portillo has been an "employee" of Defendant Ideal, as that term is defined by the IMWL, IWPCA, and the FLSA, and has been employed by Defendant Ideal as a "day or temporary laborer" as that term is defined by the

IDTLSA, 820 ILCS 175/5, and has been leased by Defendant Ideal to work as a day or temporary laborer at various third party client companies, including APEX.

- 14. At all relevant times, Plaintiff Rene Cordoba has been an "employee" of Defendant Ideal, as that term is defined by the IMWL, IWPCA, and the FLSA, and has been employed by Defendant Ideal as a "day or temporary laborer" as that term is defined by the IDTLSA, 820 ILCS 175/5, and has been leased by Defendant Ideal to work as a day or temporary laborer at various third party client companies, including Swissport and Alitalia.
- 15. At all relevant times, Plaintiff Francisco Medina has been an "employee" of Defendant Ideal, as that term is defined by the IMWL, IWPCA, and the FLSA, and has been employed by Defendant Ideal as a "day or temporary laborer" as that term is defined by the IDTLSA, 820 ILCS 175/5, and has been leased by Defendant Ideal to work as a day or temporary laborer at various third party client companies, including United and Swissport.

B. Defendants

- 16. Defendant Ideal is an Illinois corporation doing business in Illinois. Defendant Ideal is day and temporary service agency located in Illinois.
- 17. Defendant Ideal is or has been Plaintiffs' "employer" as that term is defined by the IDTLSA, the IMWL, the IWPCA, and the FLSA.
- 18. Since January 1, 2006, Defendant Ideal has been engaged in the business of employing day or temporary laborers to provide services, for a fee, to third party clients pursuant to contracts between itself and third party clients.
- 19. Since January 1, 2006, Defendant Ideal has been "a day and temporary labor service agency" as defined by the IDTLSA. 820 ILCS 175/5.

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- 20. Defendant Deastis is a principal officer of Ideal Staffing Solutions, Inc., and involved in the day-to-day business operations of Ideal. Among other things, Defendant Deastis has the authority to hire and fire employees, to direct and supervise the work of the employees, sign on the checking accounts, including payroll accounts, and participate in decisions regarding employee compensation and capital expenditures.
- 21. Defendant Deastis is an "employer" as defined by the IMWL, 820 ILCS 105/3(c), IWPCA, 820 ILCS 115/1 et seq., and FLSA, 29 U.S.C. §203(d).
 - 22. Defendant Deastis resides in this judicial district.
- 23. Defendant United is a foreign corporation and does business within the State of Illinois.
- 24. Since July 17, 2003, Defendant United has been an employer as defined by the IMWL, 820 ILCS 105/3(c), IWPCA, 820 ILCS 115/1 et seq., and FLSA, 29 U.S.C. §203(d).
- 25. Since January 1, 2006, Defendant United has contracted with Ideal in order to obtain day or temporary laborers.
- 26. Since January 1, 2006, Defendant United has been a "third party client" of Ideal as that term is defined by the IDTLSA. 820 ILCS 105/5.
- 27. Defendant Alitalia is a foreign corporation and does business within the State of Illinois.
- 28. Since July 17, 2003, Defendant Alitalia has been an employer as defined by the IMWL, 820 ILCS 105/3(c), IWPCA, 820 ILCS 115/1 et seq., and FLSA, 29 U.S.C. §203(d).
- 29. Since January 1, 2006, Defendant Alitalia has contracted with Ideal in order to obtain day or temporary laborers.

- 30. Since January 1, 2006, Defendant Alitalia has been a "third party client" of Ideal as that term is defined by the IDTLSA. 820 ILCS 105/5.
- 31. Defendant Singapore is a foreign corporation and does business within the State of Illinois.
- 32. Since July 17, 2003, Defendant Singapore has been an employer as defined by the IMWL, 820 ILCS 105/3(c), IWPCA, 820 ILCS 115/1 et seq., and FLSA, 29 U.S.C. §203(d).
- 33. Since January 1, 2006, Defendant Singapore has contracted with Ideal in order to obtain day or temporary laborers.
- 34. Since January 1, 2006, Defendant Singapore has been a "third party client" of Ideal as that term is defined by the IDTLSA. 820 ILCS 105/5.
- 35. Defendant Gate Gourmet is a foreign corporation and does business within the State of Illinois.
- 36. Since July 17, 2003, Defendant Gate Gourmet has been an employer as defined by the IMWL, 820 ILCS 105/3(c), IWPCA, 820 ILCS 115/1 et seq., and FLSA, 29 U.S.C. §203(d).
- 37. Since January 1, 2006, Defendant Gate Gourmet has contracted with Ideal in order to obtain day or temporary laborers.
- 38. Since January 1, 2006, Defendant Gate Gourmet has been a "third party client" of Ideal as that term is defined by the IDTLSA. 820 ILCS 105/5.
- 39. Defendant Menzies is a foreign corporation and does business within the State of Illinois.
- 40. Since July 17, 2003, Defendant Menzies has been an employer as defined by the IMWL, 820 ILCS 105/3(c), IWPCA, 820 ILCS 115/1 et seq., and FLSA, 29 U.S.C. §203(d).

- 41. Since January 1, 2006, Defendant Menzies has contracted with Ideal in order to obtain day or temporary laborers.
- 42. Since January 1, 2006, Defendant Menzies has been a "third party client" of Ideal as that term is defined by the IDTLSA. 820 ILCS 105/5.
- 43. Defendant Swissport is a foreign corporation and does business within the State of Illinois.
- 44. Since July 17, 2003, Defendant Swissport has been an employer as defined by the IMWL, 820 ILCS 105/3(c), IWPCA, 820 ILCS 115/1 et seq., and FLSA, 29 U.S.C. §203(d).
- 45. Since January 1, 2006, Defendant Swissport has contracted with Ideal in order to obtain day or temporary laborers.
- 46. Since January 1, 2006, Defendant Swissport has been a "third party client" of Ideal as that term is defined by the IDTLSA. 820 ILCS 105/5.
- 47. Defendant APEX is incorporated under the laws of Illinois and does business within the State of Illinois.
- 48. Since July 17, 2003, Defendant APEX has been an employer as defined by the IMWL, 820 ILCS 105/3(c), IWPCA, 820 ILCS 115/1 et seq., and FLSA, 29 U.S.C. §203(d).
- 49. Since January 1, 2006, Defendant APEX has contracted with Ideal in order to obtain day or temporary laborers.
- 50. Since January 1, 2006, Defendant APEX has been a "third party client" of Ideal as that term is defined by the IDTLSA. 820 ILCS 105/5.
- 51. Defendant JD Norman is incorporated under the laws of Illinois and does business within the State of Illinois.

- 52. Since July 17, 2003, Defendant JD Norman has been an employer as defined by the IMWL, 820 ILCS 105/3(c), IWPCA, 820 ILCS 115/1 et seq., and FLSA, 29 U.S.C. §203(d).
- 53. Since January 1, 2006, Defendant JD Norman has contracted with Ideal in order to obtain day or temporary laborers.
- 54. Since January 1, 2006, Defendant JD Norman has been a "third party client" of Ideal as that term is defined by the IDTLSA. 820 ILCS 105/5.

VI. FACTUAL BACKGROUND

- 55. Plaintiffs and other day and temporary laborers have worked for Defendant Ideal at one of its Illinois branch offices in one or more individual work weeks since July 17, 2003.
- 56. Defendant Ideal operates, and at all times during the Class Periods, has done business in Cook County and elsewhere within Illinois.
- 57. Defendants United, Alitalia, Singapore, Gate Gourmet, Menzies, Swissport, APEX, and JD Norman operate, and at all times during the Class Periods, have done business in Cook County and elsewhere within Illinois.
- 58. Since July 17, 2005, Defendant Ideal has failed to pay Plaintiffs Ismael Andrade, Jose Hernandez, Berenice Jacinto and other Class Members at the rate of one and one-half times their regular rate of pay for all time worked over forty (40) hours in a single work week in violation of the IMWL. For example:
 - a. In one scheme, Defendant Ideal and Gate Gourmet denied Plaintiff Ismael Andrade, Berenice Jacinto and other class members their earned overtime pay by "splitting" their weekly compensation between multiple paychecks so that no individual paycheck identified employees as having worked more than forty (40) hours in an individual work week. For example, see Exhibit A, attached hereto, showing Defendant Ideal issued Plaintiff Ismael Andrade two paychecks for the work he performed in the work week ending June 24, 2007, one check (#24444) compensating him for 40 hours of work at his regular rate of pay and the other check (#24445) compensating him for an additional 7 hours of work at his regular rate of

pay, or a total of 47 hours all paid at Plaintiff Ismael Andrade's regular rate of pay.

- b. For example, see Exhibit B, attached hereto, showing Defendant Ideal issued Plaintiff Berenice Jacinto two paychecks for the work she performed in the work week ending April 1, 2007 at Gate Gourmet, one check (#23162) compensating her for 40 hours of work at her regular rate of pay and the other check (#23163) compensating her for an additional 17.15 hours of work at her regular rate of pay, or a total of 57.15 hours all paid at Plaintiff Berenice Jacinto's regular rate of pay.
- c. In another scheme, Defendant Ideal, Menzies, and Alitalia denied Plaintiffs Ismael Andrade, Jose Hernandez, and other class members their earned overtime pay by paying them for all hours worked, including time worked over forty (40) hours in individual work weeks, with one check, however at their "straight-time" hourly rate of pay. For example, see Exhibit C, attached hereto, showing Defendant Ideal compensated Plaintiff Ismael Andrade for sixty-four (64) hours for the work he performed in the work week ending September 2, 2007 at his regular rate of pay. Plaintiff Ismael Andrade was not compensated at one and one-half times his regular rate of pay for all time worked in excess of forty (40) hours for that work week.
- d. For example, see Exhibit D, attached hereto, showing Defendant Ideal compensated Plaintiff Jose Hernandez for forty-six (46) hours for the work he performed in the work week ending October 28, 2007 at his regular rate of pay. Plaintiff Jose Hernandez was not compensated at one and one-half times his regular rate of pay for all time worked in excess of forty (40) hours for that work week.
- 59. Since July 17, 2005, Defendants have failed to pay Plaintiffs and other Class Members for all time they worked, which caused their hourly wage rate to fall below the statemandated minimum wage rate in violation of the IMWL and FLSA. For example:
 - a. Defendants Ideal, Swissport, and Alitalia also failed to pay Plaintiff Marcelino Andrade for all time he worked in the work weeks ending November 4, 2007 and November 11, 2007. Defendants Ideal, Swissport, and Alitalia's failure to compensate Plaintiff Marcelino Andrade for all time he worked resulted in payment of less than the state and federal mandated minimum wages.
 - b. Defendants Ideal and JD Norman also failed to pay Plaintiff America Garcia for all time she worked in the work weeks ending November 4, 2007 and November 11, 2007. Defendants Ideal and JD Norman's failure

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- c. Defendants Ideal and APEX also failed to pay Plaintiff Berenice Jacinto for all time she worked in the work weeks ending November 4, 2007 and November 11, 2007. Defendants Ideal and APEX's failure to compensate Plaintiff Berenice Jacinto for all time she worked resulted in payment of less than the state and federal mandated minimum wages.
- d. Defendants Ideal and JD Norman also failed to pay Plaintiff Oralia Palacios for all time she worked in the work weeks ending November 4, 2007 and November 11, 2007. Defendants Ideal and JD Norman's failure to compensate Plaintiff Oralia Palacios for all time she worked resulted in payment of less than the state and federal mandated minimum wages.
- e. Defendants Ideal and Menzies also failed to pay Plaintiff Miguel Rubio for all time he worked in the work weeks ending November 4, 2007 and November 11, 2007. Defendants Ideal and Menzies 's failure to compensate Plaintiff Miguel Rubio for all time he worked resulted in payment of less than the state and federal mandated minimum wages.
- f. Defendants Ideal and APEX also failed to pay Plaintiff Lucia Portillo for all time she worked in the work weeks ending November 4, 2007 and November 11, 2007. Defendants Ideal and APEX's failure to compensate Plaintiff Lucia Portillo for all time she worked resulted in payment of less than the state and federal mandated minimum wages.
- g. Defendants Ideal, Menzies, and Alitalia also failed to pay Plaintiff Ismael Andrade for all time he worked in the work weeks ending November 4, 2007 and November 11, 2007. Defendants Ideal, Menzies, and Alitalia's failure to compensate Plaintiff Ismael Andrade for all time he worked resulted in payment of less than the state and federal mandated minimum wages.
- h. Defendants Ideal, Menzies, and Alitalia also failed to pay Plaintiff Jose Hernandez for all time he worked in the work weeks ending November 4, 2007 and November 11, 2007. Defendants Ideal, Menzies, and Alitalia's failure to compensate Plaintiff Jose Hernandez for all time he worked resulted in payment of less than the state and federal mandated minimum wages.
- Defendants Ideal, Swissport, and Singapore also failed to pay Plaintiff Rene Cordoba for all time he worked in the work weeks ending November 4, 2007 and November 11, 2007. Defendants Ideal, Swissport, and Singapore's failure to compensate Plaintiff Rene Cordoba for all time he

- worked resulted in payment of less than the state and federal mandated minimum wages.
- j. Defendants Ideal and United also failed to pay Plaintiff Francisco Medina for all time he worked in the work weeks ending November 4, 2007 and November 11, 2007. Defendants Ideal and United's failure to compensate Plaintiff Francisco Medina for all time he worked resulted in payment of less than the state and federal mandated minimum wages.
- 60. Since July 17, 2003, all Defendants have failed to pay Plaintiffs and other class members for all time worked at the rate agreed to by the parties in violation of the IWPCA. For example:
 - a. Defendants Ideal, Swissport, and Alitalia failed to pay Plaintiff Marcelino Andrade for all time he worked in the work weeks ending November 4, 2007 and November 11, 2007.
 - b. Defendants Ideal and JD Norman also failed to pay Plaintiff America Garcia for all time she worked in the work weeks ending November 4, 2007 and November 11, 2007.
 - c. Defendants Ideal and APEX also failed to pay Plaintiff Berenice Jacinto for all time she worked in the work weeks ending November 4, 2007 and November 11, 2007.
 - d. Defendants Ideal and JD Norman also failed to pay Plaintiff Oralia Palacios for all time she worked in the work weeks ending November 4, 2007 and November 11, 2007.
 - e. Defendants Ideal and Menzies also failed to pay Plaintiff Miguel Rubio for all time he worked in the work weeks ending November 4, 2007 and November 11, 2007.
 - f. Defendants Ideal and APEX also failed to pay Plaintiff Lucia Portillo for all time she worked in the work weeks ending November 4, 2007 and November 11, 2007.
 - g. Defendants Ideal, Menzies, and Alitalia also failed to pay Plaintiff Ismael Andrade for all time he worked in the work weeks ending November 4, 2007 and November 11, 2007.
 - h. Defendants Ideal, Menzies, and Alitalia also failed to pay Plaintiff Jose Hernandez for all time he worked in the work weeks ending November 4, 2007 and November 11, 2007.

- i. Defendants Ideal, Swissport, and Singapore also failed to pay Plaintiff Rene Cordoba for all time he worked in the work weeks ending November 4, 2007 and November 11, 2007.
- j. Defendants Ideal and United also failed to pay Plaintiff Francisco Medina for all time he worked in the work weeks ending November 4, 2007 and November 11, 2007.
- 61. Since January 1, 2006, Defendant Ideal has failed to provide Plaintiffs and other Class Members an "Employment Notice" at the time of dispatch to third party clients in the form of a statement containing the following items on a form approved by the Illinois Department of Labor:
 - a. the name of the day or temporary laborer;
 - b. the name and nature of the work to be performed;
 - c. the wages offered;
 - d. the name and address of the destination of each day and temporary laborer;
 - e. terms of transportation; and
 - f. whether a meal or equipment, or both, are provided, either by the day and temporary labor service agency or the third party client, and the cost of the meal and equipment, if any.
- 62. Since January 1, 2006, Defendant Ideal has likewise failed to provide Plaintiffs and other Class Members with a proper Wage Payment and Notice at the time of payment of wages in the form of an itemized statement, on the day or temporary laborers' pay stub or on a form approved by the Illinois Department of Labor, containing the total number of hours worked by the day or temporary laborer at each third party client each day during the pay period. As an example, see Exhibits B and C attached hereto.

- 63. Since January 1, 2006, Defendant Ideal and APEX has likewise failed to compensate Plaintiffs Berenice Jacinto, Lucia Portillo, and other class members and other Class Members for a minimum of four (4) hours of pay in accordance with 820 ILCS 175/30(g). For example, Plaintiffs Berenice Jacinto, Lucia Portillo, and other class members were contracted by Defendant Ideal to work on December 7, 2007 at Defendant APEX, however they were not utilized. Plaintiffs Berenice Jacinto, Lucia Portillo, and other class members were not paid their agreed upon rate of pay for the statutorily provided four (4) hours.
- 64. Defendant Ideal's failure to provide Plaintiffs and other Class Members with the required Employment Notice (820 ILCS 175/10) and Wage Payment and Notice (820 ILCS 175/30), and Plaintiffs Berenice Jacinto, Lucia Portillo, and other class members with four (4) hours of pay for contracted time not utilized (820 ILCS 175/30(g)) denied Plaintiffs and other Class Members certain information related to their employment which the Illinois legislature has determined is critical to protect the rights of day or temporary laborers. Such at-risk workers are particularly vulnerable to abuse of their labor rights, including unpaid wages, failure to pay for all hours worked, minimum wage and overtime violations, and unlawful deduction from pay for meals, transportation, equipment and other items. 820 ILCS 175/2.

VII. CLASS ACTION ALLEGATIONS

- 65. Plaintiffs bring this action, on behalf of themselves and all other similarly situated persons, as a class action pursuant to the Illinois Code of Civil Procedure, 735 ILCS 5/2-801.
- 66. The Class that Plaintiffs seek to represent in regard to the IMWL overtime and minimum wage claims is composed of and defined as all persons who have been employed by Defendant Ideal as day or temporary laborers since July 17, 2005. The Class that Plaintiffs seek to represent in regard to the IWPCA claim is composed of and defined as all persons who have

been employed by Defendant Ideal as day or temporary laborers since July 17, 2003. The Class that Plaintiffs seek to represent in regard to the IDTLSA claims is composed of and defined as all persons who have been employed by Defendant Ideal as day or temporary laborers since January 1, 2006.

- 67. This action has been brought and may properly be maintained as a class action under 735 ILCS 5/2-801 because:
 - a. The class is so numerous that joinder of all members is impracticable. While the precise number of Class Members has not been determined at this time, Plaintiffs are informed and believe that Defendant Ideal has employed thousands of persons as day or temporary laborers in Illinois during the IMWL and IWPCA Class Periods and thousands of persons as day or temporary laborers in Illinois during the IDTLSA Class period.
 - b. There are questions of fact or law common to the class, which common questions predominate over any questions affecting only individual members. These common questions of law and fact include, without limitation:
 - i. Whether Defendants Ideal, Deastis, Menzies, Alitalia, and Gate Gourmet failed to pay day or temporary laborers overtime wages for all time worked over forty (40) hours in individual work weeks during the IMWL Class Period;
 - Whether Defendants failed to pay day or temporary laborers the Illinois mandated-minimum wages for all time worked in individual work weeks during the IMWL Class Period;
 - iii. Whether Defendants failed to pay day or temporary laborers all earned wages at the rate agreed to by the parties for all time worked in individual work weeks during the IWPCA Class Period;
 - iv. Whether Defendant Ideal failed to provide day or temporary laborers with Employment Notice as required by 820 ILCS 175/10;
 - v. Whether Defendant Ideal failed to provide day or temporary laborers with Wage Payment and Notice as required by 820 ILCS 175/30;
 - vi. Whether Defendants Ideal and APEX failed to provide day or temporary laborers with the minimum four (4) hours of compensation when contracted to work and not utilized as required by 820 ILCS 175/30(g);

- c. Plaintiffs will fairly and adequately represent and protect the interests of the Class Members. Plaintiffs' Counsel is competent and experienced in litigating large wage and hour and other employment class actions.
- d. The class action is an appropriate method for the fair and efficient adjudication of the controversy. Certification of this case as a class action will allow those similarly situated persons to litigate their claims in the manner that is most efficient and economical for the parties and the judicial system. Certifying this case as a class action is superior because Plaintiffs and the class seek injunctive relief that will affect all class members in a common way. Furthermore, those class members still employed by Defendant Ideal may be reluctant to raise individual claims for fear of retaliation.

COUNT I

Violation of the Illinois Minimum Wage Law-Overtime Wages
(Plaintiffs Ismael Andrade, Jose Hernandez, and Berenice Jacinto on their own behalf and
on behalf of a class against Defendants Ideal, Deastis, Menzies, Alitalia, and Gate Gourmet
Only)

Plaintiffs incorporate and reallege paragraphs 1 through 67 as though set forth herein.

- 68. This count arises from the violation of the IMWL for Defendants Ideal, Deastis, Menzies, Alitalia, and Gate Gourmet's failure to pay Plaintiffs Ismael Andrade, Berenice Jacinto, Jose Hernandez and the class that they represent all their earned overtime pay for time worked in excess of forty (40) hours in individual workweeks.
- 69. Since July 17, 2005, Plaintiffs Ismael Andrade, Berenice Jacinto, Jose Hernandez were required and/or permitted by Defendants Ideal, Deastis, Menzies, Alitalia, and Gate Gourmet and its third party clients to work in excess of forty (40) hours in individual workweeks, and Plaintiffs Ismael Andrade, Berenice Jacinto, Jose Hernandez did work in excess of (40) hours in individual work weeks. See paragraph 58, *supra*.
- 70. Since July 17, 2005, other similarly situated employees were directed by Defendants Ideal, Menzies, Alitalia, and Gate Gourmet to work and did work in excess of forty (40) hours in certain individual workweeks. The specific dates and locations at which Plaintiffs Ismael Andrade, Jose Hernandez, Berenice Jacinto, and other similar situated employees of Defendants were not compensated for all time worked in excess of forty (40) hours are contained in documents which are in the possession of, or are required to be in the possession of,

Defendants Ideal, Deastis, Menzies, Alitalia, and Gate Gourmet pursuant to the IMWL, the FLSA and the IDTLSA.

- 71. Plaintiffs Ismael Andrade, Jose Hernandez, Berenice Jacinto, and the class members were entitled to be paid at the rate of one and one-half times their regular hourly rate of pay for all time worked in excess of forty (40) hours in individual work weeks.
- 72. Defendants Ideal, Deastis, Menzies, Alitalia, and Gate Gourmet did not pay Plaintiffs Ismael Andrade, Jose Hernandez, Berenice Jacinto, and other similarly situated employees overtime wages at the rate of one and one half time their regular rate for all time they worked in excess of forty (40) hours in individual work weeks. See paragraph 58, supra.
- 73. Defendants Ideal, Deastis, Menzies, Alitalia, and Gate Gourmet's failure to pay overtime wages to Plaintiffs Ismael Andrade, Jose Hernandez, Berenice Jacinto, and the class violated the maximum hour provisions of the IMWL.
- 74. Plaintiffs Ismael Andrade, Jose Hernandez, and Berenice Jacinto represent all current and former employees of Defendants Ideal, Deastis, Menzies, Alitalia, and Gate Gourmet who have not been paid overtime wages for all time worked in excess of forty (40) hours in individual work weeks since July 17, 2005, through and including the present.

WHEREFORE, Plaintiffs Ismael Andrade, Jose Hernandez, Berenice Jacinto, and the class pray for a judgment against Defendants Ideal, Deastis, Menzies, Alitalia, and Gate Gourmet as follows:

- A. That the Court determine that this action may be maintained as a class action under 735 ILCS 5/2-801;
- B. A judgment in the amount of all back wages due as provided by the IMWL;
- C. Prejudgment interest on the back wages in accordance with 815 ILCS 205/2 and punitive damages pursuant to the formula set forth in 820 ILCS 105/12(a);
- D. Reasonable attorneys' fees and costs of this action as provided by the IMWL, 820 ILCS 105/1 et seq.;
- E. A determination of the rights of the parties and a direction to Defendants to account for all hours worked and wages paid to the class members during the temporality of the class;
- F. Such other and further relief as this Court deems appropriate and just.

COUNT II

Violation of the Illinois Day and Temporary Labor Services Act-Overtime Wages (Plaintiffs Ismael Andrade, Jose Hernandez, and Berenice Jacinto on their own behalf and on behalf of a class against Defendants Ideal, Deastis, Menzies, Alitalia, and Gate Gourmet Only)

Plaintiffs incorporate and reallege paragraphs 1 through 74 as though set forth herein.

- 75. This count arises from the violation of the IDTLSA for Defendants Ideal, Deastis, Menzies, Alitalia, and Gate Gourmet's failure to pay Plaintiffs Ismael Andrade, Berenice Jacinto, Jose Hernandez and the class that they represent all their earned overtime pay for time worked in excess of forty (40) hours in individual workweeks.
- 76. Since January 1, 2006, Plaintiffs Ismael Andrade, Berenice Jacinto, Jose Hernandez were required and/or permitted by Defendants Ideal, Deastis, Menzies, Alitalia, and Gate Gourmet and its third party clients to work in excess of forty (40) hours in individual workweeks, and Plaintiffs Ismael Andrade, Berenice Jacinto, Jose Hernandez did work in excess of (40) hours in individual work weeks. See paragraph 58, *supra*.
- 77. Since January 1, 2006, other similarly situated employees were directed by Defendants Ideal, Menzies, Alitalia, and Gate Gourmet to work and did work in excess of forty (40) hours in certain individual workweeks. The specific dates and locations at which Plaintiffs Ismael Andrade, Jose Hernandez, Berenice Jacinto, and other similar situated employees of Defendants were not compensated for all time worked in excess of forty (40) hours are contained in documents which are in the possession of, or are required to be in the possession of, Defendants Ideal, Deastis, Menzies, Alitalia, and Gate Gourmet pursuant to the IMWL, the FLSA and the IDTLSA.
- 78. Plaintiffs Ismael Andrade, Jose Hernandez, Berenice Jacinto, and the class members were entitled to be paid at the rate of one and one-half times their regular hourly rate of pay for all time worked in excess of forty (40) hours in individual work weeks.
- 79. Defendants Ideal, Deastis, Menzies, Alitalia, and Gate Gourmet did not pay Plaintiffs Ismael Andrade, Jose Hernandez, Berenice Jacinto, and other similarly situated

employees overtime wages at the rate of one and one half time their regular rate for all time they worked in excess of forty (40) hours in individual work weeks. See paragraph 58, supra.

- 80. Defendants Ideal, Deastis, Menzies, Alitalia, and Gate Gourmet's failure to pay overtime wages to Plaintiffs Ismael Andrade, Jose Hernandez, Berenice Jacinto, and the class violated the IDTLSA.
- 81. Plaintiffs Ismael Andrade, Jose Hernandez, and Berenice Jacinto represent all current and former employees of Defendants Ideal, Deastis, Menzies, Alitalia, and Gate Gourmet who have not been paid overtime wages for all time worked in excess of forty (40) hours in individual work weeks since January 1, 2006.
- 82. Pursuant to 820 ILCS 175/95(a)(1), Plaintiffs and members of the class are entitled to recover an equal amount of their unpaid wages as liquidated damages since January 1, 2006.

WHEREFORE, Plaintiffs Ismael Andrade, Jose Hernandez, Berenice Jacinto, and the class pray for a judgment against Defendants Ideal, Deastis, Menzies, Alitalia, and Gate Gourmet as follows:

- A. That the Court determine that this action may be maintained as a class action under 735 ILCS 5/2-801;
- B. A judgment for liquidated damages in an amount equal to the amount of unpaid overtime compensation found due since January 1, 2006 pursuant to 820 ILCS 175/95(a)(1);
- C. Reasonable attorneys' fees and costs of this action as provided by the IDTLSA, 820 ILCS 175/95;
- D. A determination of the rights of the parties and a direction to Defendants to account for all hours worked and wages paid to the class members during the temporality of the class;
- E. Such other and further relief as this Court deems appropriate and just.

COUNT III

Violation of the Illinois Minimum Wage Law – Minimum Wages (Plaintiffs on their own behalf and on behalf of a class against all Defendants)

Plaintiffs incorporate and reallege paragraphs 1 through 82 as though set forth herein.

- 83. This count arises from the violation of the IMWL for Defendants' failure to pay Plaintiffs and the class they represent the state-mandated minimum wages for all time they worked.
- 84. During the weeks ending November 4, 2007 and November 11, 2007, Plaintiffs were not compensated for all time they worked during those individual work weeks as described in paragraph 59, *supra*, and as a result, their hourly wage fell below the Illinois minimum wage.
- 85. Since July 17, 2005, other class members were similarly not compensated for all hours worked in certain work weeks and, as a result, their hourly wages likewise fell below the Illinois minimum wage. The specific dates and locations at which Plaintiffs and other similar situated employees of Defendants' were not compensated the Illinois minimum wage for all time worked are contained in documents which are in the possession of, or are required to be in the possession of, Defendant Ideal and its third party clients pursuant to the IMWL, the FLSA and the IDTLSA.
- 86. Plaintiffs and the class members were entitled to be paid at least the Illinois minimum wage for all time worked.
- 87. Defendants' failure to pay the Illinois minimum wage rate to Plaintiffs and the Class violated the minimum wage provisions of the IMWL.
- 88. Plaintiffs represent all current and former employees of Defendants' who have not been paid minimum wages in the three (3) years prior to Plaintiffs filing their lawsuit, through and including the present.
- 89. Pursuant to 820 ILCS 105/12(a), Plaintiffs and members of the class are entitled to recover unpaid wages for the three (3) years prior to the filing of this suit, plus damages in the amount of two percent (2%) per month of the amount of underpayment.

A. That the Court determine that this action may be maintained as a class action under 735 ILCS 5/2-801;

- B. A judgment in the amount of all back wages due as provided by the IMWL;
- C. Prejudgment interest on the back wages in accordance with 815 ILCS 205/2 and punitive damages pursuant to the formula set forth in 820 ILCS 105/12(a);
- D. Reasonable attorneys' fees and costs of this action as provided by the IMWL, 820 ILCS 105/1 et seq.;
- E. A determination of the rights of the parties and a direction to Defendants to account for all hours worked and wages paid to the class members during the temporality of the class;
- F. Such other and further relief as this Court deems appropriate and just.

COUNT IV

Violation of the Illinois Day and Temporary Labor Services Act – Minimum Wages (Plaintiffs on their own behalf and on behalf of a class against all Defendants)

Plaintiffs incorporate and reallege paragraphs 1 through 89 as though set forth herein.

- 90. This count arises from the violation of the IDTLSA for Defendants' failure to pay Plaintiffs and the class they represent the state-mandated minimum wages for all time they worked.
- 91. During the weeks ending November 4, 2007 and November 11, 2007, Plaintiffs were not compensated for all time they worked during those individual work weeks as described in paragraph 59, *supra*, and as a result, their hourly wage fell below the Illinois minimum wage.
- 92. Since July 17, 2005, other class members were similarly not compensated for all hours worked in certain work weeks and, as a result, their hourly wages likewise fell below the Illinois minimum wage. The specific dates and locations at which Plaintiffs and other similar situated employees of Defendants' were not compensated the Illinois minimum wage for all time worked are contained in documents which are in the possession of, or are required to be in the possession of, Defendant Ideal and its third party clients pursuant to the IMWL, the FLSA and the IDTLSA.
- 93. Plaintiffs and the class members were entitled to be paid at least the Illinois minimum wage for all time worked.

- 94. Defendants' failure to pay the Illinois minimum wage rate to Plaintiffs and the Class violated the IDTLSA.
- 95. Plaintiffs represent all current and former employees of Defendants' who have not been paid minimum wages since January 1, 2006.
- 96. Pursuant to 820 ILCS 175/95(a)(1), Plaintiffs and members of the class are entitled to recover an equal amount of their unpaid wages as liquidated damages since January 1, 2006.

- A. That the Court determine that this action may be maintained as a class action under 735 ILCS 5/2-801;
- B. A judgment for liquidated damages in an amount equal to the amount of unpaid overtime compensation found due since January 1, 2006 pursuant to 820 ILCS 175/95(a)(1);
- Reasonable attorneys' fees and costs of this action as provided by the IDTLSA,
 820 ILCS 175/95;
- D. A determination of the rights of the parties and a direction to Defendants to account for all hours worked and wages paid to the class members during the temporality of the class;
- E. Such other and further relief as this Court deems appropriate and just.

COUNT V

Violation of the Illinois Wage Payment and Collection Act— Unpaid Wages, Non Issuance of Final Checks (Plaintiffs on their own behalf and on behalf of a class against all Defendants)

Plaintiffs incorporate and reallege paragraphs 1 through 96 as though set forth herein.

97. This count arises from the violation of the IWPCA for Defendants' failure to pay Plaintiffs and the class they represent wages for all time worked at the rate agreed to by the parties.

- 98. During the weeks ending November 4, 2007 and November 11, 2007, Plaintiffs were not compensated for all time they worked during that individual work week as described in paragraph 60, *supra*.
- 99. Since July 17, 2003, other class members were similarly not compensated for all time worked in certain work weeks. The specific dates and locations at which Plaintiffs and other similarly situated employees of Defendants were not compensated for all time worked are contained in documents which are in the possession of, or are required to be in the possession of, Defendants and its third party clients pursuant to the IMWL, the FLSA and the IDTLSA.
- 100. Plaintiffs and the class members were entitled to be paid for all time worked at the rate agreed to by the parties.
- 101. Defendants' failure to pay Plaintiffs and the class members for all time worked at the rate agreed to by the parties violated the IWPCA.
- 102. Plaintiffs represent all current and former employees of Defendants' who have not been paid for all time worked at the rate agreed to by the parties in the five (5) years prior to Plaintiffs filing their lawsuit, through and including the present.

- A. That the Court determine that this action may be maintained as a class action under 735 ILCS 5/2-801;
- B. A judgment in the amount of all back wages due, as provided by the IWPCA;
- C. Prejudgment interest on the back wages in accordance with 815 ILCS 205/2;
- D. An injunction precluding Defendants from violating the IWPCA, 820 ILCS 115/1 et seq.;
- E. Such other and further relief as this Court deems appropriate and just.

COUNT VI

Violation of the Illinois Day and Temporary Labor Services Act –
Unpaid Wages-Non-Issuance of Final Checks
(Plaintiffs on their own behalf and on behalf of a class against all Defendants)

Plaintiffs incorporate and reallege paragraphs 1 through 102 as though set forth herein.

- 103. This count arises from the violation of the IDTLSA for Defendants' failure to pay Plaintiffs and the class they represent wages for all time worked at the rate agreed to by the parties.
- 104. During the course of their employment with Defendants, Plaintiffs were not compensated for all time they worked in certain work weeks. See paragraph 60, supra.
- 105. Other class members were similarly not compensated for all time worked in certain work weeks.
- 106. Plaintiffs and the class members were entitled to be paid for all time worked at the rate agreed to by the parties.
- 107. Defendants' failure to pay Plaintiffs and the class members for all time worked at the rate agreed to by the parties violated the IWPCA, a wage and hour violation as incorporated into the IDTLSA. 820 ILCS 175/95(a)(1). Pursuant to 820 ILCS 175/95(a)(1), Plaintiffs and members of the class are entitled to recover an amount equal to their earned wages as liquidated damages since January 1, 2006.
- 108. Plaintiffs represent all current and former employees of Defendants who have not been paid for all time worked at the rate agreed to by the parties since January 1, 2006.

- A. That the Court determine that this action may be maintained as a class action under 735 ILCS 5/2-801;
- B. A judgment in the amount of all back wages due as provided by the IDTLSA;
- C. That the Court award Plaintiffs and Class Members liquidated damages in an amount equal to the amount of unpaid overtime compensation found due since January 1, 2006 pursuant to 820 ILCS 175/95(a)(1);
- D. Reasonable attorneys' fees and costs of this action as provided by the IDTLSA,
 820 ILCS 175/95;
- E. A determination of the rights of the parties and a direction to Defendants to account for all hours worked and wages paid to the class members during the temporality of the class;

F. Such other and further relief as this Court deems appropriate and just.

COUNT VII

Violation of the Illinois Day and Temporary Labor Services Act-Unpaid Wages-Statutory Minimum Pay of four (4) hours for a contracted work day (Plaintiffs Berenice Jacinto and Lucia Portillo on their own behalf and on behalf of a class against Defendants Ideal Staffing and APEX Only)

Plaintiffs incorporate and reallege paragraphs 1 through 108 as though set forth herein.

- 109. This count arises from the violation of the IDTLSA for Defendants Ideal's and APEX's failure to pay Plaintiffs Berenice Jacinto and Lucia Portillo and the class that they represent for a minimum of four (4) hours of pay in accordance with 820 ILCS 175/30(g).
- 110. Plaintiffs Berenice Jacinto and Lucia Portillo and the class they represent were contracted by Defendants Ideal to work on December 7, 2007 at Defendant APEX, and were not utilized, or paid the statutorily provided four (4) hours of pay for a contracted day. See paragraph 64, supra.
- 111. Pursuant to 820 ILCS 175/30(g), Plaintiffs Berenice Jacinto, Lucia Portillo and the class members are entitled to be paid for the statutory minimum of four (4) hours of pay when contracted to work, but not utilized.
- 112. Defendants Ideal and APEX's failure to pay Plaintiffs Berenice Jacinto, Lucia Portillo and the class members for the statutorily provided four (4) hours of pay for a contracted day violated the IDTLSA, 820 ILCS 175/30(g).
- 113. Pursuant to 820 ILCS 175/95(a)(1), Plaintiffs Berenice Jacinto, Lucia Portillo and members of the class are entitled to recover their four (4) hours of pay and an equal amount in liquidated damages from January 1, 2006.
- 114. Plaintiffs Berenice Jacinto and Lucia Portillo represent all current and former employees of Defendants Ideal and Defendant APEX who have not been paid the statutorily provided four (4) hours of pay for a day of contracted work without being utilized.

WHEREFORE, Plaintiffs Berenice Jacinto and Lucia Portillo and the class pray for a judgment against Defendant Ideal and Defendant APEX, as follows:

- A. That the Court determine that this action may be maintained as a class action under 735 ILCS 5/2-801;
- B. A judgment in the amount of all back wages due as provided by the IDTLSA;
- C. That the Court award Plaintiffs Berenice Jacinto and Lucia Portillo and Class Members liquidated damages in an amount equal to the amount of unpaid wages found due for December 7, 2007 pursuant to 820 ILCS 175/95(a)(1);
- Reasonable attorneys' fees and costs of this action as provided by the IDTLSA, 820 ILCS 175/95;
- E. A determination of the rights of the parties and a direction to Defendants Ideal and APEX to account for all hours worked and wages paid to the class members during the temporality of the class;
- F. Such other and further relief as this Court deems appropriate and just.

COUNT VIII

Violation of the Illinois Day and Temporary Labor Services Act-Employment Notices (Plaintiffs on their own behalf and on behalf of a class against Defendant Ideal Only)

Plaintiffs incorporate and reallege paragraphs 1 through 114 as though set forth herein.

- 115. This count arises from the violation of the IDTLSA for Defendants Ideal's failure to provide Plaintiffs and similarly situated employees with Employment Notices as required by the IDTLSA.
- 116. Defendants Ideal's employed Plaintiffs and other similarly situated day or temporary laborers from before January 1, 2006.
- 117. In employing Plaintiffs and other similarly situated day or temporary laborers, Defendants Ideal's failed to provide such persons with Employment Notices as required by the IDTLSA. 820 ILCS 175/10.
- 118. Defendants Ideal's failed to provide Plaintiffs and other similarly situated day or temporary laborers with Employment Notices at the time of dispatch to third party clients as required by the IDTLSA. 820 ILCS 175/10.

- 119. Plaintiffs represent all current and former employees of Defendants Ideal's who have not received Employment Notices at the time of dispatch to third party clients since July 17, 2003, through and including the present.
- 120. Defendants Ideal and Deastis violated the IDTLSA by failing to provide to Plaintiffs and Class Members with Employment Notices as required by the IDTLSA 820 ILCS 175/10.

WHEREFORE Plaintiffs and the class pray for a judgment against Defendants Ideal and Deastis, as follows:

- A. That the Court determine that this action may be maintained as a class action under 735 ILCS 5/2-801;
- B. That the Court declare that Defendant Ideal have violated the Employment Notice provision of the IDTLSA. 820 ILCS 175/10;
- C. That the Court enjoin Defendant from violating the IDTLSA;
- D. That the Court award Plaintiffs and Class Members compensatory damages and an amount up to \$500 for the violation of each subpart of each Section of the IDTLSA violated by Defendant;
- E. That Plaintiffs and the Class be awarded reasonable attorneys' fees and costs in bringing this action; and
- F. That the Court award such other and further relief as this Court may deem appropriate.

COUNT IX

Violation of Illinois Day and Temporary Labor Services Act-Wage Payment and Notice (Plaintiffs on their own behalf and on behalf of class against Defendant Ideal Only)

Plaintiffs incorporate and reallege paragraphs 1 through 120 of this Complaint.

121. This count arises from the violation of the IDTLSA for Defendant Ideal's failure to provide Plaintiffs and similarly situated employees with proper Wage Payment and Notices as required by the IDTLSA.

- 122. Defendant Ideal employed Plaintiffs and other similarly situated day or temporary laborers from before January 1, 2006.
- 123. In employing Plaintiffs and other similarly situated day or temporary laborers, Defendant Ideal failed to provide such persons with proper Wage Payment and Notices as required by the IDTLSA. 820 ILCS 175/30.
- 124. Specifically, Defendants Ideal failed to provide Plaintiffs and other similarly situated day or temporary laborers with a detailed itemized statement showing the number of hours worked by the day or temporary laborer at each third party client company each day during the pay period. For example, Plaintiff Ismael Andrade's pay stubs for the pay period ending June 24, 2007, Exhibit A as attached hereto, and Plaintiff Berenice Jacinto's pay stub for the pay period ending April 1, 2007, Exhibit B, as attached hereto.
- 125. In addition, Defendant Ideal failed to provide the name, address and telephone number of each third party client at which the day or temporary laborer worked or, in the alternative, a code which corresponded to such required information and which was made available to Plaintiffs and other similarly situated day or temporary laborers. See, for example, Plaintiff Ismael Andrade's pay stub for the pay period ending June 24, 2007, Exhibit A as attached hereto, and Plaintiff Berenice Jacinto's pay stub for the pay period ending April 1, 2007, Exhibit B, as attached hereto.
- 126. Defendant Ideal failed to provide Plaintiffs and other similarly situated day or temporary laborers with proper Wage Payment and Notices at the time of payment of wages as required by the IDTLSA. 820 ILCS 175/30.

- 127. Plaintiffs represent all current and former employees of Defendant Ideal who have not been provided proper Wage Payment and Notices at the time of payment of wages since January 1, 2006, through and including the present.
- 128. Defendant Ideal violated the IDTLSA by failing to provide to Plaintiffs and Class Members proper Wage Payment and Notices as required by the IDTLSA, 820 ILCS 175/30.

- A. That the Court determine that this action may be maintained as a class action under 735 ILCS 5/2-801;
- B. That the Court declare that Defendant Ideal violated the Wage Payment and Notice provision of the IDTLSA. 820 ILCS 175/30;
- C. That the Court enjoin Defendants Ideal from violating the IDTLSA;
- D. That the Court award Plaintiffs and Class Members compensatory damages and an amount up to \$500 for the violation of each subpart of each Section of the IDTLSA violated by Defendant Ideal;
- E. That Plaintiffs and the Class be awarded reasonable attorneys' fees and costs in bringing this action; and
- F. That the Court award such other and further relief as this Court may deem appropriate.

COUNT X

Violation of the Fair Labor Standards Act – Minimum Wages (Plaintiffs, individually, against all Defendants)

Plaintiffs hereby reallege and incorporate paragraphs 1 through 128 of this Complaint.

- 129. This count arises from Defendants' violation of the FLSA, 29 U.S.C. §201, et seq., for their failure to pay minimum wages to Plaintiffs and the class they represent the minimum wages for all the time they worked.
- 130. Since July 17, 2005, Defendants Ideal, Menzies, Alitalia, and Gate Gourmet have been Plaintiffs' employers as defined by the FLSA.

- 131. During the course of their employment by Defendants, Plaintiffs were not exempt from the minimum wage provisions of the FLSA, 29 U.S.C. §206.
- 132. During the weeks ending November 3, 2007 and November 10, 2007, Plaintiffs were not compensated for all time they worked during those individual work weeks as described in paragraph 59, *supra*, and as a result, their hourly wage fell below the then federally mandated minimum wage.
- 133. The specific dates and locations at which Plaintiffs were not compensated the then federally mandated minimum wage for all time worked are contained in documents which are in the possession of, or are required to be in the possession of, Defendant Ideal and its third party clients pursuant to the IMWL, the FLSA and the IDTLSA.
- 134. Pursuant to 29 U.S.C. § 206, Plaintiffs are entitled to be paid at least the federally mandated minimum wage for all time worked.
- 135. Defendants' failure to pay the minimum wage rate to Plaintiffs violated the minimum wage hour provisions of the FLSA, 29 U.S.C. § 206.
- 136. Defendants willfully violated the FLSA by refusing to pay Plaintiffs wages for all time worked.
- 137. Pursuant to 29 U.S.C. § 255, Plaintiffs are entitled to recover unpaid minimum wages for three years prior to the filing of this suit because Defendants' failure to pay minimum wages was a willful violation of the FLSA, 29 U.S.C. § 206.

- A. A judgment in the amount of unpaid minimum wages for all hours worked by Plaintiff other similarly situated employees;
- B. Liquidated damages in an amount equal to the amount of unpaid wages found to be due and owing;

- C. Reasonable attorneys' fees and costs incurred in filing this action; and
- D. Such other and further relief as this Court deems appropriate and just

COUNT XI

Violation of the Fair Labor Standards Act – Overtime Wages (Plaintiffs Ismael Andrade, Berenice Jacinto, and Jose Hernandez individually only against Defendants Ideal, Menzies, Alitalia, and Gate Gourmet only)

Plaintiffs incorporate and reallege paragraphs 1 through 137 as though set forth herein.

- 138. This count arises from Defendants Ideal, Menzies, Alitalia, and Gate Gourmet's violation of the FLSA, 29 U.S.C. §201, et seq., for their failure to pay overtime wages to Plaintiffs Ismael Andrade, Berenice Jacinto, and Jose Hernandez at a rate of one and one half times their regular hourly rate of pay.
- 139. Since July 17, 2005, Defendants Ideal, Menzies, Alitalia, and Gate Gourmet have been Plaintiffs' employers as defined by the FLSA.
- 140. During the course of their employment by Defendants Ideal, Menzies, Alitalia, and Gate Gourmet, Plaintiffs Ismael Andrade, Berenice Jacinto, and Jose Hernandez were not exempt from the overtime wage provisions of the FLSA, 29 U.S.C. §207.
- 141. Since July 17, 2005, Plaintiffs Ismael Andrade, Jose Hernandez, and Berenice Jacinto were required and/or permitted by Defendants Ideal, Menzies, Alitalia, and Gate Gourmet to work in excess of forty (40) hours in individual workweeks, and Plaintiffs did worked in excess of forty (40) hours in individual workweeks. See paragraph 58, supra.
- 142. Pursuant to 29 U.S.C. §207, Plaintiffs Ismael Andrade, Jose Hernandez, and Berenice Jacinto were entitled to be compensated at a rate of one and one-half times her regular hourly rate of pay for all time worked in excess of forty (40) hours in individual workweeks.

- 143. Defendants did not compensate Plaintiffs Ismael Andrade, Jose Hernandez, and Berenice Jacinto at a rate of one and one-half times their regular hourly rate of pay for all time worked in excess of forty (40) hours in that individual work weeks. See paragraph 58, *supra*.
- 144. Defendants Ideal, Menzies, Alitalia, and Gate Gourmet's failure to pay overtime wages to Plaintiffs Ismael Andrade, Jose Hernandez, and Berenice Jacinto for all time worked in excess of forty (40) hours per week violated the FLSA, 29 U.S.C. § 207.
- 145. Defendants Ideal, Menzies, Alitalia, and Gate Gourmet willfully violated the FLSA by refusing to pay Plaintiffs Ismael Andrade, Jose Hernandez, and Berenice Jacinto overtime wages for all time worked in excess of forty (40) hours per week.
- 146. Plaintiffs Ismael Andrade, Jose Hernandez, and Berenice Jacinto are entitled to recover unpaid wages for up to three years prior to the filing of this suit because Defendant Ideal, Menzies, Alitalia, and Gate Gourmet's failure to pay overtime wages for hours worked in excess of forty (40) hours per week was a willful violation of the FLSA, 29 U.S.C. §207.

WHEREFORE, Plaintiffs Ismael Andrade, Jose Hernandez, and Berenice Jacinto pray for a judgment against Defendants Ideal, Menzies, Alitalia, and Gate Gourmet as follows:

- A. A judgment in the amount of one and one-half times Plaintiffs Ismael Andrade, Jose Hernandez, and Berenice Jacinto's regular rate for all time they worked in excess of forty (40) hours per week;
- B. Liquidated damages in an amount equal to the amount of unpaid overtime compensation found due;
- C. Reasonable attorneys' fees and costs incurred in filing this action; and
- D. Such other and further relief as this Court deems appropriate and just.

Respectfully submitted,

Dated: July 17, 2008

JOHN E. UNTEREKER
CHRISTOPHER J. WILLIAMS
Working Hands Legal Clinic (#44534)
77 W. Washington, Suite 1402
Chicago, Il 60602
(312) 795-9115

Attorneys for Plaintiffs

EXHIBIT A



Earnings Statement

9 6/18/2007 Pay Period:

6/24/2007

6/29/2007 Pay Date:

24444 Check #:

ISMAEL ANDRADE 460 W. IRVING PK RD BENSENVILLE, IL 60106

XXX-XX-3766 SINGLE

Social Security Number:

Marital Status:

Department Number: Employee Number:

0820

9.0000

9

Number Of Allowances:

Rate:

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IDEAL STAFFING SOLUTIONS INC 170 NORTH PINE LANE BENSENVILLE, IL 60106

Earnings Statement

6/18/2007 to 6/24/2007 Pay Period:

6/29/2007 Pay Date:

24445 Check #: ISMAEL ANDRADE 460 W. IRVING PK RD BENSENVILLE, IL 60106

0420

Employee Number:

XXX-XX-3766 SINGLE 7.0000 05 Social Security Number: Number Of Allowances: Department Number: Marital Status: Rate:

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IDEAL STAFFING SOLUTIONS INC 170 NORTH PINE LANE BENSENVILLE, IL 60106

EXHIBIT B

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TEAR HERE

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Earnings Statement

IDEAL STAFFING SOLUTIONS INC 170 NORTH PINE LANE BENSENVILLE, IL 60106

3/26/2007 to 4/01/2007 4/06/2007 Pay Period: Pay Date:

23162 Check#:

BERNICE JACINTO 1066 IRVING PARK RD BENSENVILLE, IL 60106

XXX-XX-9087 MARRIED

Social Security Number:

Marital Status:

Department Number: Employee Number:

Number Of Allowances:

9.0000

	Year-To-Date	315.95	30.87	- 399.65	
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Earnings Statement

to 4/01/2007 3/26/2007 Pay Period:

4/06/2007 Pay Date:

23163 Check #: BERNICE JACINTO 1066 IRVING PARK RD BENSENVILLE, IL 60106

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Gross Pay This Period	\$154.35	
oss Pay Year To Date	\$4,130.10	

IDEAL STAFFING SOLUTIONS INC 170 NORTH PINE LANE BENSENVILLE, IL 60106

XXX-XX-9087 Social Security Number: Department Number: Employee Number:

Number Of Allowances: Marital Status: Rate:

MARRIED

9.0000

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EXHIBIT C

	Case 1:08-cv-04912	Docum	
CHECK NO. 006246	6.08 8.43 27.74 1.20 1.20	16.14	CHECK NO. 006246 Gross Pay 336.00 60.00 90.00 496.00
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EXHIBIT D

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EXHIBIT B



Notice of Service of Process

VR1 / ALL Transmittal Number: 5948609 Date Processed: 08/04/2008

Primary Contact:

Kim Niebuhr

UAL Corporation (United Airlines)

77 W Wacker Floor 16th Chicago, IL 60601

Copy of transmittal only provided to:

Sarah Voss

Entity:

UAL Corporation

Entity ID Number 0220042

Entity Served:

UAL Corporation

Title of Action:

Marcelino Andrade vs. Ideal Staffing Solutions, Inc.

Document(s) Type:

Summons/Complaint

Nature of Action:

Labor / Employment

Court:

Circuit Court Cook County, Illinois

Case Number:

08CH25610

Jurisdiction Served:

Illinois

Date Served on CSC:

08/04/2008

Answer or Appearance Due:

22 B

Originally Served On:

30 Days

How Served:

CSC

Plaintiff's Attorney:

Personal Service John E. Untereker

312-705 0110

312-795-9115

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To avoid potential delay, please do not send your response to CSC

CSC is SAS70 Type II certified for its Litigation Management System.

2711 Centerville Road Wilmington, DE 19808 (888) 590-2882 | sop@cscinfo.com

2120 - Served 2220 - Not Served 2320 - Served By Mail 2420 - Served By Publication SUMMONS	2121 - Served 2221 - Not Served 2321 - Served By Mail 2421 - Served By Publication ALIAS - SUMMONS	CCG N001-10M-1-07-05 (
COUN	THE CIRCUIT COURT OF CO TY DEPARTMENT, Chancery	OOK COUNTY, ILLINOIS DIVISION
(Name all parties) Marcelino Andrade et al.		
	v.	No. 08 CH 25610
Ideal Staffing Solutions, Inc. et	al.	UAL Corporation c/o Reg. Agent Prentice Hall Corp 33 N. LaSalle St.
	SUMMONS	Chicago, IL 60602
To each Defendant:		
following location:	your appearance, and pay the req	er to the complaint in this case, a copy of which is juired fee, in the Office of the Clerk of this Court at the
	ter, 50 W. Washington, Room 802	
District 2 - Skokie 5600 Old Orchard Rd. Skokie, IL 60077	District 3 - Rolling Mo 2121 Euclid Rolling Meadows, IL	1500 Maybrook Ave.
☐ District 5 - Bridgeview 10220 S. 76th Avc. Bridgeview, IL 60455	District 6 - Markham 16501 S. Kedzie Pkwy. Markham, IL 60426	Child Support 28 North Clark St., Room 200 Chicago, Illinois 60602
You must file within 30 days after IF YOU FAIL TO DO SO, A JU REQUESTED IN THE COMPL	DGMENT BY DEFAULT MAY	nting the day of service. BE ENTERED AGAINST YOU FOR THE RELIEF
To the officer:		
This Summons must be endorsement of service and fees, be returned so endorsed. This Sun	ii any, immediately after servic	er person to whom it was given for service, with e. If service cannot be made, this Summons shall an 30 days after its date. JUL 22 2008
Atty. No.: 44534	\	VITNESS,,
Name: John E. Untereker/Workin	g Hands Legal Clinic	DOROTHY BROWN CLERK OF CLOCK COURT
Atty. for; Plaintiffs		Section 1
Address: 77 W. Washington St., S	Suite 1402	Clerk of Court
City/State/Zip: Chicago, IL 60602	D	(To be inserted by officer on copy left with defendant
Telephone: (312)-795-9115		(10 of inserting by order on early left with defendant
Service by Facsimile Transmission	will be accepted at:	TATE CALL TO THE PARTY OF THE P

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DOROTHY BROWN, CLERK OF THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS

2120 - Served 2220 - Not Served 2320 - Served By Mail 2420 - Served By Publication SUMMONS	2121 - Served 2221 - Not Serve 2321 - Served By 2421 - Served By ALIAS - SUMMC	/ Mail / Publication	N001-10M-1-07-05 (
IN COUN	THE CIRCUIT C TY DEPARTMENT	OURT OF COOK CO	UNTY, ILLINOISDIVISION
(Name all parties) Marcelino Andrade et al.			
	v.	7	No. 08 CH 25610
Ideal Staffing Solutions, Inc. et	al.	J	UAL Corporation c/o Reg. Agent Prentice Hall Corp 33 N. LaSalle St. Chicago, IL 60602
		SUMMONS	
To each Defendant:			
YOU ARE SUMMONE hereto attached, or otherwise file following location:	D and required to your appearance, a	file an answer to the	e complaint in this case, a copy of which is e, in the Office of the Clerk of this Court at the
🗹 Richard J. Daley Cen	ter, 50 W. Washingt	on, Room <u>802</u>	, Chicago, Illinois 60602
District 2 - Skokie 5600 Old Orchard Rd Skokie, IL 60077	. 2121 E	t 3 - Rolling Meadows uclid Meadows, IL 60008	District 4 - Maywood 1500 Maybrook Ave. Maywood, IL 60153
District 5 - Bridgeview 10220 S. 76th Ave. Bridgeview, IL 60455	16501 5	t 6 - Markham 5. Kedzle Pkwy. am, IL 60426	Child Support 28 North Clark St., Room 200 Chicago, Illinois 60602
You must file within 30 days after IF YOU FAIL TO DO SO, A JUREQUESTED IN THE COMPI	DGMENT BY DEI	imons, not counting the FAULT MAY BE ENT	e day of service. ERED AGAINST YOU FOR THE RELIEF
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This Summons must be endorsement of service and fees, be returned so endorsed. This Su	if any, immediate	ly after service. If se	n to whom it was given for service, with ervice cannot be made, this Summons shall ys after its date.
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Atty. for: Plaintiffs			OOROTHY BROWN GLERK OF CENTRE BROWN
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IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS COUNTY DEPARTMENT, CHANCERY DIVISION

MARCELINO ANDRADE, BERENICE JACINTO, OIS AMERICA GARCIA, ORALIA PALACIOS, MIGUEL RUBIO, ISMAEL ANDRADE, JOSETHERNANDEZ, CLERK) LUCIA PORTILLO, RENE CORDOBA, and FRANCISCO MEDINA, on behalf of themselves and all other persons similarly situated, known and unknown, Plaintiffs, Case No. V. IDEAL STAFFING SOLUTIONS, INC., UAL, INC., ALITALIA AIRLINES, SINGAPORE AIRLINES, GATE) 08CH25610 GOURMET, INC., AIR MENZIES INTERNATIONAL (USA), INC., SWISSPORT CARGO SERVICES, INC., APEX PLASTIC FINISHING COMPANY, JD NORMAN INDUSTRIES, INC. and DIEGO DEASTIS, individually, Defendants.

COMPLAINT

Plaintiffs Marcelino Andrade, America Garcia, Berenice Jacinto, Oralia Palacios, Miguel Rubio, Ismael Andrade, Jose Hernandez, Lucia Portillo, Rene Cordoba, and Francisco Medina, on behalf of themselves and other similarly situated employees, known and unknown, through their attorneys, for their Complaint against Defendants Ideal Staffing Solutions, Inc. ("Ideal"), UAL, Inc. ("United"), Alitalia Airlines ("Alitalia"), Singapore Airlines ("Singapore"), Gate Gourmet, Inc. ("Gate Gourmet"), Air Menzies International(USA), Inc. ("Menzies"), Swissport Cargo Services, Inc. ("Swissport"), APEX Plastic Finishing Company ("APEX"), JD Norman Industries, Inc. ("JD Norman"), and Diego Deastis ("Deastis"), individually, (collectively "Defendants"), state as follows:

I. INTRODUCTION

l. Plaintiffs are low-wage workers who were hired by a temporary staffing agency, Ideal, to work at eight different client companies located at or near O'Hare International Airport, including United, Alitalia, Singapore Airlines, Gate Gourmet, Menzies, and Swissport. Plaintiffs make a claim for unnaid overtime and other earned wages on behalf of themselves and a class of similarly situated employees. Plaintiffs and the class seek recovery of their owed wages from Ideal and Ideal's client companies jointly in that all benefited from the illegal schemes used to deny Plaintiffs and the class their earned wages thereby reducing labor costs. Plaintiffs also seek recovery for Defendants' violation of protections specifically guaranteed to day laborers by Illinois law.

II. NATURE OF PLAINTIFFS' CLAIMS

2. This lawsuit arises under the Illinois Minimum Wage Law, 820 ILCS 105/1 et seq. ("IMWL"), the Illinois Wage Payment and Collection Act, 820 ILCS 115/1 et seq. ("IWPCA"), and the Illinois Day and Temporary Labor Services Act, 820 ILCS 115/1 et seq. ("IDTLSA"), for: 1) Defendants Ideal, Deastis, Menzies, Alitalia, and Gate Gourmet's failure to pay overtime wages to Plaintiffs Ismael Andrade, Jose Hernandez, Berenice Jacinto, and other similarly situated employees in violation of the IMWL and the IDTLSA; 2) all Defendants' failure to pay minimum wages to Plaintiffs and other similarly situated employees in violation of the IMWL and IDTLSA; 3) all Defendants' failure to pay all earned wages to Plaintiffs and other similarly situated employees in violation of the IWPCA and the IDTLSA; 4) Defendant Ideal's failure to compensate Plaintiffs Berenice Jacinto, Lucia Portillo and similarly situated employees for a minimum of four (4) hours on days when they were contracted to work, but were not utilized as required by the IDTLSA; 5) Defendant Ideal's failure to provide Plaintiffs and

similarly situated employees with Employment Notices as required by the IDTLSA; 6) Defendant Ideal's failure to provide Plaintiffs and similarly situated employees with proper Wage Payment and Notices as required by the IDTLSA. Plaintiffs bring this lawsuit as a class action, under Illinois Code of Civil Procedure 735 ILCS 5/2-801 et seq., seeking damages and other equitable relief under the IMWL, the IWPCA and the IDTLSA on behalf of Plaintiffs and all other similarly situated employees of Defendants. Plaintiffs Ismael Andrade, Jose Hernandez, and Berenice Jacinto also bring individual claims under the Fair Labor Standards Act, 29 U.S.C. §201 et seq. ("FLSA") for Defendants Ideal, Deastis, Menzies, Alitalia, and Gate Gourmet's failure to pay federally mandated minimum wages and overtime wages.

3. The "IMWL Class Period" for the IMWL overtime and minimum wage claims is designated as the period beginning July 17, 2005 based on the limitations period of the IMWL. The "IWPCA Class Period" for the IWPCA claim is designated as the period beginning July 17, 2003 based on the limitations period of the IWPCA. The "IDTLSA Class Period" for the IDTLSA claims is designated as the period beginning January 1, 2006, the effective date of the IDTLSA, to the present, based upon Plaintiffs' allegations that the violations of the IDTLSA, as described more fully below, have been ongoing since that time.

III. JURISDICTION

4. Jurisdiction in this Court is proper pursuant to 735 ILCS 5/2-209(a)(1) because Defendants committed the violations of the IMWL, the IWPCA and the IDTLSA complained of herein in Illinois and, pursuant to 735 ILCS 5/2-209(b)(4), because Defendants conduct and transact business from and within the state of Illinois.

IV. VENUE

5. Venue is proper in this judicial district pursuant to 735 ILCS 5/2-101 in that Plaintiffs and other members of the Class performed work for Defendants within Cook County, Illinois, a substantial number of the acts complained of herein occurred within Cook County, Illinois, and Defendants have maintained offices and transacted business during the Class Period within Cook County, Illinois.

V. PARTIES

A. Plaintiffs

- 6. At all relevant times, Plaintiff Marcelino Andrade has been an "employee" of Defendant Ideal, as that term is defined by the IMWL, IWPCA, and the FLSA, and has been employed by Defendant Ideal as a "day or temporary laborer" as that term is defined by the IDTLSA, 820 ILCS 175/5, and has been leased by Defendant Ideal to work as a day or temporary laborer at various third party client companies, including Swissport and Alitalia.
- 7. At all relevant times, Plaintiff America Garcia has been an "employee" of Defendant Ideal, as that term is defined by the IMWL, IWPCA, and the FLSA, and has been employed by Defendant Ideal as a "day or temporary laborer" as that term is defined by the IDTLSA, 820 ILCS 175/5, and has been leased by Defendant Ideal to work as a day or temporary laborer at various third party client companies, including JD Norman and APEX.
- 8. At all relevant times, Plaintiff Berenice Jacinto has been an "employee" of Defendant Ideal, as that term is defined by the IMWL, IWPCA, and the FLSA, and has been employed by Defendant Ideal as a "day or temporary laborer" as that term is defined by the IDTLSA, 820 ILCS 175/5, and has been leased by Defendant Ideal to work as a day or temporary laborer at various third party client companies, including APEX and Gate Gourmet.

- 9. At all relevant times, Plaintiff Oralia Palacios has been an "employee" of Defendant Ideal, as that term is defined by the IMWL, IWPCA, and the FLSA, and has been employed by Defendant Ideal as a "day or temporary laborer" as that term is defined by the IDTLSA, 820 ILCS 175/5, and has been leased by Defendant Ideal to work as a day or temporary laborer at various third party client companies, including JD Norman.
- 10. At all relevant times, Plaintiff Miguel Rubio has been an "employee" of Defendant Ideal, as that term is defined by the IMWL, IWPCA, and the FLSA, and has been employed by Defendant Ideal as a "day or temporary laborer" as that term is defined by the IDTLSA, 820 ILCS 175/5, and has been leased by Defendant Ideal to work as a day or temporary laborer at various third party client companies, including Menzies.
- 11. At all relevant times, Plaintiff Ismael Andrade has been an "employee" of Defendant Ideal, as that term is defined by the IMWL, IWPCA, and the FLSA, and has been employed by Defendant Ideal as a "day or temporary laborer" as that term is defined by the IDTLSA, 820 ILCS 175/5, and has been leased by Defendant Ideal to work as a day or temporary laborer at various third party client companies, including Menzies and Alitalia.
- 12. At all relevant times, Plaintiff Jose Hernandez has been an "employee" of Defendant Ideal, as that term is defined by the IMWL, IWPCA, and the FLSA, and has been employed by Defendant Ideal as a "day or temporary laborer" as that term is defined by the IDTLSA, 820 ILCS 175/5, and has been leased by Defendant Ideal to work as a day or temporary laborer at various third party client companies, including Menzies and Alitalia.
- 13. At all relevant times, Plaintiff Lucia Portillo has been an "employee" of Defendant Ideal, as that term is defined by the IMWL, IWPCA, and the FLSA, and has been employed by Defendant Ideal as a "day or temporary laborer" as that term is defined by the

IDTLSA, 820 ILCS 175/5, and has been leased by Defendant Ideal to work as a day or temporary laborer at various third party client companies, including APEX.

- 14. At all relevant times, Plaintiff Rene Cordoba has been an "employee" of Defendant Ideal, as that term is defined by the IMWL, IWPCA, and the FLSA, and has been employed by Defendant Ideal as a "day or temporary laborer" as that term is defined by the IDTLSA, 820 ILCS 175/5, and has been leased by Defendant Ideal to work as a day or temporary laborer at various third party client companies, including Swissport and Alitalia.
- Defendant Ideal, as that term is defined by the IMWL, IWPCA, and the FLSA, and has been employed by Defendant Ideal as a "day or temporary laborer" as that term is defined by the IDTLSA, 820 ILCS 175/5, and has been leased by Defendant Ideal to work as a day or temporary laborer at various third party client companies, including United and Swissport.

B. Defendants

- 16. Defendant Ideal is an Illinois corporation doing business in Illinois. Defendant Ideal is day and temporary service agency located in Illinois.
- 17. Defendant Ideal is or has been Plaintiffs' "employer" as that term is defined by the IDTLSA, the IMWL, the IWPCA, and the FLSA.
- 18. Since January 1, 2006, Defendant Ideal has been engaged in the business of employing day or temporary laborers to provide services, for a fee, to third party clients pursuant to contracts between itself and third party clients.
- 19. Since January 1, 2006, Defendant Ideal has been "a day and temporary labor service agency" as defined by the IDTLSA. 820 ILCS 175/5.

- 20. Defendant Deastis is a principal officer of Ideal Staffing Solutions, Inc., and involved in the day-to-day business operations of Ideal. Among other things, Defendant Deastis has the authority to hire and fire employees, to direct and supervise the work of the employees, sign on the checking accounts, including payroll accounts, and participate in decisions regarding employee compensation and capital expenditures.
- 21. Defendant Deastis is an "employer" as defined by the IMWL, 820 ILCS 105/3(c), IWPCA, 820 ILCS 115/1 et seq., and FLSA, 29 U.S.C. §203(d).
 - 22. Defendant Deastis resides in this judicial district.
- 23. Defendant United is a foreign corporation and does business within the State of Illinois.
- 24. Since July 17, 2003, Defendant United has been an employer as defined by the IMWL, 820 ILCS 105/3(c), IWPCA, 820 ILCS 115/1 et seq., and FLSA, 29 U.S.C. §203(d).
- 25. Since January 1, 2006. Defendant United has contracted with Ideal in order to obtain day or temporary laborers.
- 26. Since January 1, 2006, Defendant United has been a "third party client" of Ideal as that term is defined by the IDTLSA. 820 ILCS 105/5.
- 27. Defendant Alitalia is a foreign corporation and does business within the State of Illinois.
- 28. Since July 17, 2003, Defendant Alitalia has been an employer as defined by the IMWL, 820 ILCS 105/3(c), IWPCA, 820 ILCS 115/1 et seq., and FLSA, 29 U.S.C. §203(d).
- 29. Since January 1, 2006, Defendant Alitalia has contracted with Ideal in order to obtain day or temporary laborers.

- 30. Since January 1, 2006, Defendant Alitalia has been a "third party client" of Ideal as that term is defined by the IDTLSA. 820 ILCS 105/5.
- 31. Defendant Singapore is a foreign corporation and does business within the State of Illinois.
- 32. Since July 17, 2003, Defendant Singapore has been an employer as defined by the IMWL, 820 ILCS 105/3(c), IWPCA, 820 ILCS 115/1 et seq., and FLSA, 29 U.S.C. §203(d).
- 33. Since January 1, 2006, Defendant Singapore has contracted with Ideal in order to obtain day or temporary laborers.
- 34. Since January 1, 2006, Defendant Singapore has been a "third party client" of Ideal as that term is defined by the IDTLSA. 820 ILCS 105/5.
- 35. Defendant Gate Gourmet is a foreign corporation and does business within the State of Illinois.
- 36. Since July 17, 2003, Defendant Gate Gourmet has been an employer as defined by the IMWL, 820 ILCS 105/3(c), IWPCA, 820 ILCS 115/1 et seq., and FLSA, 29 U.S.C. §203(d).
- 37. Since January 1, 2006, Defendant Gate Gourmet has contracted with Ideal in order to obtain day or temporary laborers.
- 38. Since January 1, 2006, Defendant Gate Gourmet has been a "third party client" of Ideal as that term is defined by the IDTLSA. 820 ILCS 105/5.
- 39. Defendant Menzies is a foreign corporation and does business within the State of Illinois.
- 40. Since July 17, 2003, Defendant Menzies has been an employer as defined by the IMWL, 820 ILCS 105/3(c), IWPCA, 820 ILCS 115/1 et seq., and FLSA, 29 U.S.C. §203(d).

- 41. Since January 1, 2006, Defendant Menzies has contracted with Ideal in order to obtain day or temporary laborers.
- 42. Since January 1, 2006, Defendant Menzies has been a "third party client" of Ideal as that term is defined by the IDTLSA. 820 ILCS 105/5.
- 43. Defendant Swissport is a foreign corporation and does business within the State of Illinois.
- 44. Since July 17, 2003, Defendant Swissport has been an employer as defined by the IMWL, 820 ILCS 105/3(c), IWPCA, 820 ILCS 115/1 et seq., and FLSA, 29 U.S.C. §203(d).
- 45. Since January 1, 2006, Defendant Swissport has contracted with Ideal in order to obtain day or temporary laborers.
- 46. Since January 1, 2006, Defendant Swissport has been a "third party client" of Ideal as that term is defined by the IDTLSA. 820 ILCS 105/5.
- 47. Defendant APEX is incorporated under the laws of Illinois and does business within the State of Illinois.
- 48. Since July 17, 2003, Defendant APEX has been an employer as defined by the IMWL, 820 ILCS 105/3(c), IWPCA, 820 ILCS 115/1 et seq., and FLSA, 29 U.S.C. §203(d).
- 49. Since January 1, 2006, Defendant APEX has contracted with Ideal in order to obtain day or temporary laborers.
- 50. Since January 1, 2006, Defendant APEX has been a "third party client" of Ideal as that term is defined by the IDTLSA. 820 ILCS 105/5.
- 51. Defendant JD Norman is incorporated under the laws of Illinois and does business within the State of Illinois.

- 52. Since July 17, 2003, Defendant JD Norman has been an employer as defined by the IMWL, 820 ILCS 105/3(c), IWPCA, 820 ILCS 115/1 et seq., and FLSA, 29 U.S.C. §203(d).
- 53. Since January 1, 2006, Defendant JD Norman has contracted with Ideal in order to obtain day or temporary laborers.
- 54. Since January 1, 2006, Defendant JD Norman has been a "third party client" of Ideal as that term is defined by the IDTLSA. 820 ILCS 105/5.

VI. FACTUAL BACKGROUND

- 55. Plaintiffs and other day and temporary laborers have worked for Defendant Ideal at one of its Illinois branch offices in one or more individual work weeks since July 17, 2003.
- 56. Defendant Ideal operates, and at all times during the Class Periods, has done business in Cook County and elsewhere within Illinois.
- 57. Defendants United, Alitalia, Singapore, Gate Gourmet, Menzies, Swissport, APEX, and JD Norman operate, and at all times during the Class Periods, have done business in Cook County and elsewhere within Illinois.
- 58. Since July 17, 2005, Defendant Ideal has failed to pay Plaintiffs Ismael Andrade, Jose Hernandez, Berenice Jacinto and other Class Members at the rate of one and one-half times their regular rate of pay for all time worked over forty (40) hours in a single work week in violation of the IMWL. For example:
 - a. In one scheme, Defendant Ideal and Gate Gourmet denied Plaintiff Ismael Andrade, Berenice Jacinto and other class members their earned overtime pay by "splitting" their weekly compensation between multiple paychecks so that no individual paycheck identified employees as having worked more than forty (40) hours in an individual work week. For example, see Exhibit A, attached hereto, showing Defendant Ideal issued Plaintiff Ismael Andrade two paychecks for the work he performed in the work week ending June 24, 2007, one check (#24444) compensating him for 40 hours of work at his regular rate of pay and the other check (#24445) compensating him for an additional 7 hours of work at his regular rate of

pay, or a total of 47 hours all paid at Plaintiff Ismael Andrade's regular rate of pay.

- b. For example, see Exhibit B, attached hereto, showing Defendant Ideal issued Plaintiff Berenice Jacinto two paychecks for the work she performed in the work week ending April 1, 2007 at Gate Gourmet, one check (#23162) compensating her for 40 hours of work at her regular rate of pay and the other check (#23163) compensating her for an additional 17.15 hours of work at her regular rate of pay, or a total of 57.15 hours all paid at Plaintiff Berenice Jacinto's regular rate of pay.
- c. In another scheme, Defendant Ideal, Menzies, and Alitalia denied Plaintiffs Ismael Andrade, Jose Hernandez, and other class members their earned overtime pay by paying them for all hours worked, including time worked over forty (40) hours in individual work weeks, with one check, however at their "straight-time" hourly rate of pay. For example, see Exhibit C, attached hereto, showing Defendant Ideal compensated Plaintiff Ismael Andrade for sixty-four (64) hours for the work he performed in the work week ending September 2, 2007 at his regular rate of pay. Plaintiff Ismael Andrade was not compensated at one and one-half times his regular rate of pay for all time worked in excess of forty (40) hours for that work week.
- d. For example, see Exhibit D, attached hereto, showing Defendant Ideal compensated Plaintiff Jose Hernandez for forty-six (46) hours for the work he performed in the work week ending October 28, 2007 at his regular rate of pay. Plaintiff Jose Hernandez was not compensated at one and one-half times his regular rate of pay for all time worked in excess of forty (40) hours for that work week.
- Since July 17, 2005, Defendants have failed to pay Plaintiffs and other Class 59. Members for all time they worked, which caused their hourly wage rate to fall below the statemandated minimum wage rate in violation of the IMWL and FLSA. For example:
 - a. Defendants Ideal, Swissport, and Alitalia also failed to pay Plaintiff Marcelino Andrade for all time he worked in the work weeks ending November 4, 2007 and November 11, 2007. Defendants Ideal, Swissport, and Alitalia's failure to compensate Plaintiff Marcelino Andrade for all time he worked resulted in payment of less than the state and federal mandated minimum wages.
 - b. Defendants Ideal and JD Norman also failed to pay Plaintiff America Garcia for all time she worked in the work weeks ending November 4, 2007 and November 11, 2007. Defendants Ideal and JD Norman's failure

- to compensate Plaintiff Marcelino Andrade for all time she worked resulted in payment of less than the state and federal mandated minimum wages.
- c. Defendants Ideal and APEX also failed to pay Plaintiff Berenice Jacinto for all time she worked in the work weeks ending November 4, 2007 and November 11, 2007. Defendants Ideal and APEX's failure to compensate Plaintiff Berenice Jacinto for all time she worked resulted in payment of less than the state and federal mandated minimum wages.
- d. Defendants Ideal and JD Norman also failed to pay Plaintiff Oralia Palacios for all time she worked in the work weeks ending November 4, 2007 and November 11, 2007. Defendants Ideal and JD Norman's failure to compensate Plaintiff Oralia Palacios for all time she worked resulted in payment of less than the state and federal mandated minimum wages.
- e. Defendants Ideal and Menzies also failed to pay Plaintiff Miguel Rubio for all time he worked in the work weeks ending November 4, 2007 and November 11, 2007. Defendants Ideal and Menzies 's failure to compensate Plaintiff Miguel Rubio for all time he worked resulted in payment of less than the state and federal mandated minimum wages.
- f. Defendants Ideal and APEX also failed to pay Plaintiff Lucia Portillo for all time she worked in the work weeks ending November 4, 2007 and November 11, 2007. Defendants Ideal and APEX's failure to compensate Plaintiff Lucia Portillo for all time she worked resulted in payment of less than the state and federal mandated minimum wages.
- g. Defendants Ideal, Menzies, and Alitalia also failed to pay Plaintiff Ismael Andrade for all time he worked in the work weeks ending November 4, 2007 and November 11, 2007. Defendants Ideal, Menzies, and Alitalia's failure to compensate Plaintiff Ismael Andrade for all time he worked resulted in payment of less than the state and federal mandated minimum wages.
- h. Defendants Ideal, Menzies, and Alitalia also failed to pay Plaintiff Jose Hernandez for all time he worked in the work weeks ending November 4, 2007 and November 11, 2007. Defendants Ideal, Menzies, and Alitalia's failure to compensate Plaintiff Jose Hernandez for all time he worked resulted in payment of less than the state and federal mandated minimum wages.
- i. Defendants Ideal, Swissport, and Singapore also failed to pay Plaintiff Rene Cordoba for all time he worked in the work weeks ending November 4, 2007 and November 11, 2007. Defendants Ideal, Swissport, and Singapore's failure to compensate Plaintiff Rene Cordoba for all time he

- worked resulted in payment of less than the state and federal mandated minimum wages.
- j. Defendants Ideal and United also failed to pay Plaintiff Francisco Medina for all time he worked in the work weeks ending November 4, 2007 and November 11, 2007. Defendants Ideal and United's failure to compensate Plaintiff Francisco Medina for all time he worked resulted in payment of less than the state and federal mandated minimum wages.
- 60. Since July 17, 2003, all Defendants have failed to pay Plaintiffs and other class members for all time worked at the rate agreed to by the parties in violation of the IWPCA. For example:
 - a. Defendants Ideal, Swissport, and Alitalia failed to pay Plaintiff Marcelino Andrade for all time he worked in the work weeks ending November 4, 2007 and November 11, 2007.
 - b. Defendants Ideal and JD Norman also failed to pay Plaintiff America Garcia for all time she worked in the work weeks ending November 4, 2007 and November 11, 2007.
 - c. Defendants Ideal and APEX also failed to pay Plaintiff Berenice Jacinto for all time she worked in the work weeks ending November 4, 2007 and November 11, 2007.
 - d. Defendants Ideal and JD Norman also failed to pay Plaintiff Oralia Palacios for all time she worked in the work weeks ending November 4, 2007 and November 11, 2007.
 - e. Defendants Ideal and Menzies also failed to pay Plaintiff Miguel Rubio for all time he worked in the work weeks ending November 4, 2007 and November 11, 2007.
 - f. Defendants Ideal and APEX also failed to pay Plaintiff Lucia Portillo for all time she worked in the work weeks ending November 4, 2007 and November 11, 2007.
 - g. Defendants Ideal, Menzies, and Alitalia also failed to pay Plaintiff Ismael Andrade for all time he worked in the work weeks ending November 4, 2007 and November 11, 2007.
 - h. Defendants Ideal, Menzies, and Alitalia also failed to pay Plaintiff Jose Hernandez for all time he worked in the work weeks ending November 4, 2007 and November 11, 2007.

- i. Defendants Ideal, Swissport, and Singapore also failed to pay Plaintiff Rene Cordoba for all time he worked in the work weeks ending November 4, 2007 and November 11, 2007.
- i. Defendants Ideal and United also failed to pay Plaintiff Francisco Medina for all time he worked in the work weeks ending November 4, 2007 and November 11, 2007.
- Since January 1, 2006, Defendant Ideal has failed to provide Plaintiffs and other 61. Class Members an "Employment Notice" at the time of dispatch to third party clients in the form of a statement containing the following items on a form approved by the Illinois Department of Labor:
 - a. the name of the day or temporary laborer;
 - b. the name and nature of the work to be performed;
 - c. the wages offered;
 - d. the name and address of the destination of each day and temporary laborer:
 - e. terms of transportation; and
 - f. whether a meal or equipment, or both, are provided, either by the day and temporary labor service agency or the third party client, and the cost of the meal and equipment, if any.
- 62. Since January 1, 2006, Defendant Ideal has likewise failed to provide Plaintiffs and other Class Members with a proper Wage Payment and Notice at the time of payment of wages in the form of an itemized statement, on the day or temporary laborers' pay stub or on a form approved by the Illinois Department of Labor, containing the total number of hours worked by the day or temporary laborer at each third party client each day during the pay period. As an example, see Exhibits B and C attached hereto.

- 63. Since January 1, 2006, Defendant Ideal and APEX has likewise failed to compensate Plaintiffs Berenice Jacinto, Lucia Portillo, and other class members and other Class Members for a minimum of four (4) hours of pay in accordance with 820 ILCS 175/30(g). For example, Plaintiffs Berenice Jacinto, Lucia Portillo, and other class members were contracted by Defendant Ideal to work on December 7, 2007 at Defendant APEX, however they were not utilized. Plaintiffs Berenice Jacinto, Lucia Portillo, and other class members were not paid their agreed upon rate of pay for the statutorily provided four (4) hours.
- Defendant Ideal's failure to provide Plaintiffs and other Class Members with the required Employment Notice (820 ILCS 175/10) and Wage Payment and Notice (820 ILCS 175/30), and Plaintiffs Berenice Jacinto, Lucia Portillo, and other class members with four (4) hours of pay for contracted time not utilized (820 ILCS 175/30(g)) denied Plaintiffs and other Class Members certain information related to their employment which the Illinois legislature has determined is critical to protect the rights of day or temporary laborers. Such at-risk workers are particularly vulnerable to abuse of their labor rights, including unpaid wages, failure to pay for all hours worked, minimum wage and overtime violations, and unlawful deduction from pay for meals, transportation, equipment and other items. 820 ILCS 175/2.

VII. CLASS ACTION ALLEGATIONS

- 65. Plaintiffs bring this action, on behalf of themselves and all other similarly situated persons, as a class action pursuant to the Illinois Code of Civil Procedure, 735 ILCS 5/2-801.
- 66. The Class that Plaintiffs seek to represent in regard to the IMWL overtime and minimum wage claims is composed of and defined as all persons who have been employed by Defendant Ideal as day or temporary laborers since July 17, 2005. The Class that Plaintiffs seek to represent in regard to the IWPCA claim is composed of and defined as all persons who have

been employed by Defendant Ideal as day or temporary laborers since July 17, 2003. The Class that Plaintiffs seek to represent in regard to the IDTLSA claims is composed of and defined as all persons who have been employed by Defendant Ideal as day or temporary laborers since January 1, 2006.

- 67. This action has been brought and may properly be maintained as a class action under 735 ILCS 5/2-801 because:
 - a. The class is so numerous that joinder of all members is impracticable. While the precise number of Class Members has not been determined at this time, Plaintiffs are informed and believe that Defendant Ideal has employed thousands of persons as day or temporary laborers in Illinois during the IMWL and IWPCA Class Periods and thousands of persons as day or temporary laborers in Illinois during the IDTLSA Class period.
 - b. There are questions of fact or law common to the class, which common questions predominate over any questions affecting only individual members. These common questions of law and fact include, without limitation:
 - i. Whether Defendants Ideal, Deastis, Menzies, Alitalia, and Gate Gourmet failed to pay day or temporary laborers overtime wages for all time worked over forty (40) hours in individual work weeks during the IMWL Class Period;
 - ii. Whether Defendants failed to pay day or temporary laborers the Illinois mandated-minimum wages for all time worked in individual work weeks during the IMWL Class Period;
 - iii. Whether Defendants failed to pay day or temporary laborers all earned wages at the rate agreed to by the parties for all time worked in individual work weeks during the IWPCA Class Period;
 - iv. Whether Defendant Ideal failed to provide day or temporary laborers with Employment Notice as required by 820 ILCS 175/10;
 - v. Whether Defendant Ideal failed to provide day or temporary laborers with Wage Payment and Notice as required by 820 ILCS 175/30;
 - vi. Whether Defendants Ideal and APEX failed to provide day or temporary laborers with the minimum four (4) hours of compensation when contracted to work and not utilized as required by 820 ILCS 175/30(g);

- c. Plaintiffs will fairly and adequately represent and protect the interests of the Class Members. Plaintiffs' Counsel is competent and experienced in litigating large wage and hour and other employment class actions.
- d. The class action is an appropriate method for the fair and efficient adjudication of the controversy. Certification of this case as a class action will allow those similarly situated persons to litigate their claims in the manner that is most efficient and economical for the parties and the judicial system. Certifying this case as a class action is superior because Plaintiffs and the class seek injunctive relief that will affect all class members in a common way. Furthermore, those class members still employed by Defendant Ideal may be reluctant to raise individual claims for fear of retaliation.

COUNT I

Violation of the Illinois Minimum Wage Law-Overtime Wages
(Plaintiffs Ismael Andrade, Jose Hernandez, and Berenice Jacinto on their own behalf and on behalf of a class against Defendants Ideal, Deastis, Menzies, Alitalia, and Gate Gourmet Only)

Plaintiffs incorporate and reallege paragraphs 1 through 67 as though set forth herein.

- 68. This count arises from the violation of the IMWL for Defendants Ideal, Deastis, Menzies, Alitalia, and Gate Gourmet's failure to pay Plaintiffs Ismael Andrade, Berenice Jacinto, Jose Hernandez and the class that they represent all their earned overtime pay for time worked in excess of forty (40) hours in individual workweeks.
- 69. Since July 17, 2005, Plaintiffs Ismael Andrade, Berenice Jacinto, Jose Hernandez were required and/or permitted by Defendants Ideal, Deastis, Menzies, Alitalia, and Gate Gourmet and its third party clients to work in excess of forty (40) hours in individual workweeks, and Plaintiffs Ismael Andrade, Berenice Jacinto, Jose Hernandez did work in excess of (40) hours in individual work weeks. See paragraph 58, supra.
- 70. Since July 17, 2005, other similarly situated employees were directed by Defendants Ideal, Menzies, Alitalia, and Gate Gourmet to work and did work in excess of forty (40) hours in certain individual workweeks. The specific dates and locations at which Plaintiffs Ismael Andrade, Jose Hernandez, Berenice Jacinto, and other similar situated employees of Defendants were not compensated for all time worked in excess of forty (40) hours are contained in documents which are in the possession of, or are required to be in the possession of,

Defendants Ideal, Deastis, Menzies, Alitalia, and Gate Gourmet pursuant to the IMWL, the FLSA and the IDTLSA.

- 71. Plaintiffs Ismael Andrade, Jose Hernandez, Berenice Jacinto, and the class members were entitled to be paid at the rate of one and one-half times their regular hourly rate of pay for all time worked in excess of forty (40) hours in individual work weeks.
- 72. Defendants Ideal, Deastis, Menzies, Alitalia, and Gate Gourmet did not pay Plaintiffs Ismael Andrade, Jose Hernandez, Berenice Jacinto, and other similarly situated employees overtime wages at the rate of one and one half time their regular rate for all time they worked in excess of forty (40) hours in individual work weeks. See paragraph 58, supra.
- 73. Defendants Ideal, Deastis, Menzies, Alitalia, and Gate Gourmet's failure to pay overtime wages to Plaintiffs Ismael Andrade, Jose Hernandez, Berenice Jacinto, and the class violated the maximum hour provisions of the IMWL.
- 74. Plaintiffs Ismael Andrade, Jose Hernandez, and Berenice Jacinto represent all current and former employees of Defendants Ideal, Deastis, Menzies, Alitalia, and Gate Gourmet who have not been paid overtime wages for all time worked in excess of forty (40) hours in individual work weeks since July 17, 2005, through and including the present.

WHEREFORE, Plaintiffs Ismael Andrade, Jose Hernandez, Berenice Jacinto, and the class pray for a judgment against Defendants Ideal, Deastis, Menzies, Alitalia, and Gate Gourmet as follows:

- A. That the Court determine that this action may be maintained as a class action under 735 ILCS 5/2-801;
- B. A judgment in the amount of all back wages due as provided by the IMWL;
- C. Prejudgment interest on the back wages in accordance with 815 ILCS 205/2 and punitive damages pursuant to the formula set forth in 820 ILCS 105/12(a);
- D. Reasonable attorneys' fees and costs of this action as provided by the IMWL, 820 ILCS 105/1 et seq.;
- E. A determination of the rights of the parties and a direction to Defendants to account for all hours worked and wages paid to the class members during the temporality of the class;
- F. Such other and further relief as this Court deems appropriate and just.

COUNT II

Violation of the Illinois Day and Temporary Labor Services Act-Overtime Wages (Plaintiffs Ismael Andrade, Jose Hernandez, and Berenice Jacinto on their own behalf and on behalf of a class against Defendants Ideal, Deastis, Menzies, Alitalia, and Gate Gourmet Only)

Plaintiffs incorporate and reallege paragraphs 1 through 74 as though set forth herein.

- 75. This count arises from the violation of the IDTLSA for Defendants Ideal, Deastis, Menzies, Alitalia, and Gate Gourmet's failure to pay Plaintiffs Ismael Andrade, Berenice Jacinto, Jose Hernandez and the class that they represent all their earned overtime pay for time worked in excess of forty (40) hours in individual workweeks.
- 76. Since January 1, 2006, Plaintiffs Ismael Andrade, Berenice Jacinto, Jose Hernandez were required and/or permitted by Defendants Ideal, Deastis, Menzies, Alitalia, and Gate Gourmet and its third party clients to work in excess of forty (40) hours in individual workweeks, and Plaintiffs Ismael Andrade, Berenice Jacinto, Jose Hernandez did work in excess of (40) hours in individual work weeks. See paragraph 58, supra.
- Defendants Ideal, Menzies, Alitalia, and Gate Gourmet to work and did work in excess of forty (40) hours in certain individual workweeks. The specific dates and locations at which Plaintiffs Ismael Andrade, Jose Hernandez, Berenice Jacinto, and other similar situated employees of Defendants were not compensated for all time worked in excess of forty (40) hours are contained in documents which are in the possession of, or are required to be in the possession of, Defendants Ideal, Deastis, Menzies, Alitalia, and Gate Gourmet pursuant to the IMWL, the FLSA and the IDTLSA.
- 78. Plaintiffs Ismael Andrade, Jose Hernandez, Berenice Jacinto, and the class members were entitled to be paid at the rate of one and one-half times their regular hourly rate of pay for all time worked in excess of forty (40) hours in individual work weeks.
- 79. Defendants Ideal, Deastis, Menzies, Alitalia, and Gate Gourmet did not pay Plaintiffs Ismael Andrade, Jose Hernandez, Berenice Jacinto, and other similarly situated

employees overtime wages at the rate of one and one half time their regular rate for all time they worked in excess of forty (40) hours in individual work weeks. See paragraph 58, supra.

- 80. Defendants Ideal, Deastis, Menzies, Alitalia, and Gate Gourmet's failure to pay overtime wages to Plaintiffs Ismael Andrade, Jose Hernandez, Berenice Jacinto, and the class violated the IDTLSA.
- 81. Plaintiffs Ismael Andrade, Jose Hernandez, and Berenice Jacinto represent all current and former employees of Defendants Ideal, Deastis, Menzies, Alitalia, and Gate Gourmet who have not been paid overtime wages for all time worked in excess of forty (40) hours in individual work weeks since January 1, 2006.
- 82. Pursuant to 820 ILCS 175/95(a)(1), Plaintiffs and members of the class are entitled to recover an equal amount of their unpaid wages as liquidated damages since January 1, 2006.

WHEREFORE, Plaintiffs Ismael Andrade, Jose Hernandez, Berenice Jacinto, and the class pray for a judgment against Defendants Ideal, Deastis, Menzies, Alitalia, and Gate Gourmet as follows:

- A. That the Court determine that this action may be maintained as a class action under 735 ILCS 5/2-801;
- B. A judgment for liquidated damages in an amount equal to the amount of unpaid overtime compensation found due since January 1, 2006 pursuant to 820 ILCS 175/95(a)(1);
- C. Reasonable attorneys' fees and costs of this action as provided by the IDTLSA, 820 ILCS 175/95;
- D. A determination of the rights of the parties and a direction to Defendants to account for all hours worked and wages paid to the class members during the temporality of the class;
- E. Such other and further relief as this Court deems appropriate and just.

COUNT III

Violation of the Illinois Minimum Wage Law - Minimum Wages
(Plaintiffs on their own behalf and on behalf of a class against all Defendants)

Plaintiffs incorporate and reallege paragraphs 1 through 82 as though set forth herein.

- 83. This count arises from the violation of the IMWL for Defendants' failure to pay Plaintiffs and the class they represent the state-mandated minimum wages for all time they worked.
- During the weeks ending November 4, 2007 and November 11, 2007, Plaintiffs were not compensated for all time they worked during those individual work weeks as described in paragraph 59, *supra*, and as a result, their hourly wage fell below the Illinois minimum wage.
- 85. Since July 17, 2005, other class members were similarly not compensated for all hours worked in certain work weeks and, as a result, their hourly wages likewise fell below the Illinois minimum wage. The specific dates and locations at which Plaintiffs and other similar situated employees of Defendants' were not compensated the Illinois minimum wage for all time worked are contained in documents which are in the possession of, or are required to be in the possession of, Defendant Ideal and its third party clients pursuant to the IMWL, the FLSA and the IDTLSA.
- 86. Plaintiffs and the class members were entitled to be paid at least the Illinois minimum wage for all time worked.
- 87. Defendants' failure to pay the Illinois minimum wage rate to Plaintiffs and the Class violated the minimum wage provisions of the IMWL.
- 88. Plaintiffs represent all current and former employees of Defendants' who have not been paid minimum wages in the three (3) years prior to Plaintiffs filing their lawsuit, through and including the present.
- 89. Pursuant to 820 ILCS 105/12(a), Plaintiffs and members of the class are entitled to recover unpaid wages for the three (3) years prior to the filing of this suit, plus damages in the amount of two percent (2%) per month of the amount of underpayment.

A. That the Court determine that this action may be maintained as a class action under 735 ILCS 5/2-801;

- B. A judgment in the amount of all back wages due as provided by the IMWL;
- C. Prejudgment interest on the back wages in accordance with 815 ILCS 205/2 and punitive damages pursuant to the formula set forth in 820 ILCS 105/12(a);
- D. Reasonable attorneys' fees and costs of this action as provided by the IMWL, 820 ILCS 105/1 et seq.;
- E. A determination of the rights of the parties and a direction to Defendants to account for all hours worked and wages paid to the class members during the temporality of the class;
- F. Such other and further relief as this Court deems appropriate and just.

COUNT IV

Violation of the Illinois Day and Temporary Labor Services Act – Minimum Wages (Plaintiffs on their own behalf and on behalf of a class against all Defendants)

Plaintiffs incorporate and reallege paragraphs 1 through 89 as though set forth herein.

- 90. This count arises from the violation of the IDTLSA for Defendants' failure to pay Plaintiffs and the class they represent the state-mandated minimum wages for all time they worked.
- 91. During the weeks ending November 4, 2007 and November 11, 2007, Plaintiffs were not compensated for all time they worked during those individual work weeks as described in paragraph 59, *supra*, and as a result, their hourly wage fell below the Illinois minimum wage.
- 92. Since July 17, 2005, other class members were similarly not compensated for all hours worked in certain work weeks and, as a result, their hourly wages likewise fell below the Illinois minimum wage. The specific dates and locations at which Plaintiffs and other similar situated employees of Defendants' were not compensated the Illinois minimum wage for all time worked are contained in documents which are in the possession of, or are required to be in the possession of, Defendant Ideal and its third party clients pursuant to the IMWL, the FLSA and the IDTLSA.
- 93. Plaintiffs and the class members were entitled to be paid at least the Illinois minimum wage for all time worked.

- 94. Defendants' failure to pay the Illinois minimum wage rate to Plaintiffs and the Class violated the IDTLSA.
- 95. Plaintiffs represent all current and former employees of Defendants' who have not been paid minimum wages since January 1, 2006.
- 96. Pursuant to 820 ILCS 175/95(a)(1), Plaintiffs and members of the class are entitled to recover an equal amount of their unpaid wages as liquidated damages since January 1, 2006.

- A. That the Court determine that this action may be maintained as a class action under 735 ILCS 5/2-801;
- B. A judgment for liquidated damages in an amount equal to the amount of unpaid overtime compensation found due since January 1, 2006 pursuant to 820 ILCS 175/95(a)(1);
- C. Reasonable attorneys' fees and costs of this action as provided by the IDTLSA, 820 ILCS 175/95;
- D. A determination of the rights of the parties and a direction to Defendants to account for all hours worked and wages paid to the class members during the temporality of the class;
- E. Such other and further relief as this Court deems appropriate and just.

COUNT V

Violation of the Illinois Wage Payment and Collection Act— Unpaid Wages, Non Issuance of Final Checks (Plaintiffs on their own behalf and on behalf of a class against all Defendants)

Plaintiffs incorporate and reallege paragraphs 1 through 96 as though set forth herein.

97. This count arises from the violation of the IWPCA for Defendants' failure to pay Plaintiffs and the class they represent wages for all time worked at the rate agreed to by the parties.

- 98. During the weeks ending November 4, 2007 and November 11, 2007, Plaintiffs were not compensated for all time they worked during that individual work week as described in paragraph 60, *supra*.
- 59. Since July 17, 2003, other class members were similarly not compensated for all time worked in certain work weeks. The specific dates and locations at which Plaintiffs and other similarly situated employees of Defendants were not compensated for all time worked are contained in documents which are in the possession of, or are required to be in the possession of, Defendants and its third party clients pursuant to the IMWL, the FLSA and the IDTLSA.
- 100. Plaintiffs and the class members were entitled to be paid for all time worked at the rate agreed to by the parties.
- 101. Defendants' failure to pay Plaintiffs and the class members for all time worked at the rate agreed to by the parties violated the IWPCA.
- 102. Plaintiffs represent all current and former employees of Defendants' who have not been paid for all time worked at the rate agreed to by the parties in the five (5) years prior to Plaintiffs filing their lawsuit, through and including the present.

- A. That the Court determine that this action may be maintained as a class action under 735 ILCS 5/2-801;
- B. A judgment in the amount of all back wages due, as provided by the IWPCA;
- C. Prejudgment interest on the back wages in accordance with 815 ILCS 205/2;
- D. An injunction precluding Defendants from violating the IWPCA, 820 ILCS 115/1 et seq.;
- E. Such other and further relief as this Court deems appropriate and just.

COUNT VI

Violation of the Illinois Day and Temporary Labor Services Act –
Unpaid Wages-Non-Issuance of Final Checks
(Plaintiffs on their own behalf and on behalf of a class against all Defendants)

Plaintiffs incorporate and reallege paragraphs 1 through 102 as though set forth herein.

- 103. This count arises from the violation of the IDTLSA for Defendants' failure to pay Plaintiffs and the class they represent wages for all time worked at the rate agreed to by the parties.
- 104. During the course of their employment with Defendants, Plaintiffs were not compensated for all time they worked in certain work weeks. See paragraph 60, *supra*.
- 105. Other class members were similarly not compensated for all time worked in certain work weeks.
- 106. Plaintiffs and the class members were entitled to be paid for all time worked at the rate agreed to by the parties.
- 107. Defendants' failure to pay Plaintiffs and the class members for all time worked at the rate agreed to by the parties violated the IWPCA, a wage and hour violation as incorporated into the IDTLSA. 820 ILCS 175/95(a)(1). Pursuant to 820 ILCS 175/95(a)(1), Plaintiffs and members of the class are entitled to recover an amount equal to their earned wages as liquidated damages since January 1, 2006.
- 108. Plaintiffs represent all current and former employees of Defendants who have not been paid for all time worked at the rate agreed to by the parties since January 1, 2006.

- A. That the Court determine that this action may be maintained as a class action under 735 ILCS 5/2-801;
- B. A judgment in the amount of all back wages due as provided by the IDTLSA;
- C. That the Court award Plaintiffs and Class Members liquidated damages in an amount equal to the amount of unpaid overtime compensation found due since January 1, 2006 pursuant to 820 ILCS 175/95(a)(1);
- D. Reasonable attorneys' fees and costs of this action as provided by the IDTLSA, 820 ILCS 175/95;
- E. A determination of the rights of the parties and a direction to Defendants to account for all hours worked and wages paid to the class members during the temporality of the class;

F. Such other and further relief as this Court deems appropriate and just.

COUNT VII

Violation of the Illinois Day and Temporary Labor Services Act-Unpaid Wages-Statutory Minimum Pay of four (4) hours for a contracted work day (Plaintiffs Berenice Jacinto and Lucia Portillo on their own behalf and on behalf of a class against Defendants Ideal Staffing and APEX Only)

Plaintiffs incorporate and reallege paragraphs 1 through 108 as though set forth herein.

- 109. This count arises from the violation of the IDTLSA for Defendants Ideal's and APEX's failure to pay Plaintiffs Berenice Jacinto and Lucia Portillo and the class that they represent for a minimum of four (4) hours of pay in accordance with 820 ILCS 175/30(g).
- 110. Plaintiffs Berenice Jacinto and Lucia Portillo and the class they represent were contracted by Defendants Ideal to work on December 7, 2007 at Defendant APEX, and were not utilized, or paid the statutorily provided four (4) hours of pay for a contracted day. See paragraph 64, supra.
- 111. Pursuant to 820 ILCS 175/30(g), Plaintiffs Berenice Jacinto, Lucia Portillo and the class members are entitled to be paid for the statutory minimum of four (4) hours of pay when contracted to work, but not utilized.
- 112. Defendants Ideal and APEX's failure to pay Plaintiffs Berenice Jacinto, Lucia Portillo and the class members for the statutorily provided four (4) hours of pay for a contracted day violated the IDTLSA, 820 ILCS 175/30(g).
- 113. Pursuant to 820 ILCS 175/95(a)(1), Plaintiffs Berenice Jacinto, Lucia Portillo and members of the class are entitled to recover their four (4) hours of pay and an equal amount in liquidated damages from January 1, 2006.
- 114. Plaintiffs Berenice Jacinto and Lucia Portillo represent all current and former employees of Defendants Ideal and Defendant APEX who have not been paid the statutorily provided four (4) hours of pay for a day of contracted work without being utilized.

WHEREFORE, Plaintiffs Berenice Jacinto and Lucia Portillo and the class pray for a judgment against Defendant Ideal and Defendant APEX, as follows:

- A. That the Court determine that this action may be maintained as a class action under 735 ILCS 5/2-801;
- B. A judgment in the amount of all back wages due as provided by the IDTLSA;
- C. That the Court award Plaintiffs Berenice Jacinto and Lucia Portillo and Class Members liquidated damages in an amount equal to the amount of unpaid wages found due for December 7, 2007 pursuant to 820 ILCS 175/95(a)(1);
- D. Reasonable attorneys' fees and costs of this action as provided by the IDTLSA, 820 ILCS 175/95;
- E. A determination of the rights of the parties and a direction to Defendants Ideal and APEX to account for all hours worked and wages paid to the class members during the temporality of the class;
- F. Such other and further relief as this Court deems appropriate and just.

COUNT VIII

Violation of the Illinois Day and Temporary Labor Services Act-Employment Notices (Plaintiffs on their own behalf and on behalf of a class against Defendant Ideal Only)

Plaintiffs incorporate and reallege paragraphs 1 through 114 as though set forth herein.

- 115. This count arises from the violation of the IDTLSA for Defendants Ideal's failure to provide Plaintiffs and similarly situated employees with Employment Notices as required by the IDTLSA.
- 116. Defendants Ideal's employed Plaintiffs and other similarly situated day or temporary laborers from before January 1, 2006.
- 117. In employing Plaintiffs and other similarly situated day or temporary laborers, Defendants Ideal's failed to provide such persons with Employment Notices as required by the IDTLSA. 820 ILCS 175/10.
- 118. Defendants Ideal's failed to provide Plaintiffs and other similarly situated day or temporary laborers with Employment Notices at the time of dispatch to third party clients as required by the IDTLSA. 820 ILCS 175/10.

- 119. Plaintiffs represent all current and former employees of Defendants Ideal's who have not received Employment Notices at the time of dispatch to third party clients since July 17, 2003, through and including the present.
- 120. Defendants Ideal and Deastis violated the IDTLSA by failing to provide to Plaintiffs and Class Members with Employment Notices as required by the IDTLSA 820 ILCS 175/10.

WHEREFORE Plaintiffs and the class pray for a judgment against Defendants Ideal and Deastis, as follows:

- A. That the Court determine that this action may be maintained as a class action under 735 ILCS 5/2-801;
- B. That the Court declare that Defendant Ideal have violated the Employment Notice provision of the IDTLSA. 820 ILCS 175/10;
- C. That the Court enjoin Defendant from violating the IDTLSA;
- D. That the Court award Plaintiffs and Class Members compensatory damages and an amount up to \$500 for the violation of each subpart of each Section of the IDTLSA violated by Defendant;
- E. That Plaintiffs and the Class be awarded reasonable attorneys' fees and costs in bringing this action; and
- F. That the Court award such other and further relief as this Court may deem appropriate.

COUNT IX

Violation of Illinois Day and Temporary Labor Services Act-Wage Payment and Notice (Plaintiffs on their own behalf and on behalf of class against Defendant Ideal Only)

Plaintiffs incorporate and reallege paragraphs 1 through 120 of this Complaint.

121. This count arises from the violation of the IDTLSA for Defendant Ideal's failure to provide Plaintiffs and similarly situated employees with proper Wage Payment and Notices as required by the IDTLSA.

- 122. Defendant Ideal employed Plaintiffs and other similarly situated day or temporary laborers from before January 1, 2006.
- 123. In employing Plaintiffs and other similarly situated day or temporary laborers, Defendant Ideal failed to provide such persons with proper Wage Payment and Notices as required by the IDTLSA. 820 ILCS 175/30.
- 124. Specifically, Defendants Ideal failed to provide Plaintiffs and other similarly situated day or temporary laborers with a detailed itemized statement showing the number of hours worked by the day or temporary laborer at each third party client company each day during the pay period. For example, Plaintiff Ismael Andrade's pay stubs for the pay period ending June 24, 2007, Exhibit A as attached hereto, and Plaintiff Berenice Jacinto's pay stub for the pay period ending April 1, 2007, Exhibit B, as attached hereto.
- 125. In addition, Defendant Ideal failed to provide the name, address and telephone number of each third party client at which the day or temporary laborer worked or, in the alternative, a code which corresponded to such required information and which was made available to Plaintiffs and other similarly situated day or temporary laborers. See, for example, Plaintiff Ismael Andrade's pay stub for the pay period ending June 24, 2007, Exhibit A as attached hereto, and Plaintiff Berenice Jacinto's pay stub for the pay period ending April 1, 2007, Exhibit B, as attached hereto.
- 126. Defendant Ideal failed to provide Plaintiffs and other similarly situated day or temporary laborers with proper Wage Payment and Notices at the time of payment of wages as required by the IDTLSA. 820 ILCS 175/30.

- 127. Plaintiffs represent all current and former employees of Defendant Ideal who have not been provided proper Wage Payment and Notices at the time of payment of wages since January 1, 2006, through and including the present.
- 128. Defendant Ideal violated the IDTLSA by failing to provide to Plaintiffs and Class Members proper Wage Payment and Notices as required by the IDTLSA, 820 ILCS 175/30.

- A. That the Court determine that this action may be maintained as a class action under 735 ILCS 5/2-801;
- B. That the Court declare that Defendant Ideal violated the Wage Payment and Notice provision of the IDTLSA. 820 ILCS 175/30;
- C. That the Court enjoin Defendants Ideal from violating the IDTLSA;
- D. That the Court award Plaintiffs and Class Members compensatory damages and an amount up to \$500 for the violation of each subpart of each Section of the IDTLSA violated by Defendant Ideal;
- E. That Plaintiffs and the Class be awarded reasonable attorneys' fees and costs in bringing this action; and
- F. That the Court award such other and further relief as this Court may deem appropriate.

COUNT X

Violation of the Fair Labor Standards Act – Minimum Wages (Plaintiffs, individually, against all Defendants)

Plaintiffs hereby reallege and incorporate paragraphs 1 through 128 of this Complaint.

- 129. This count arises from Defendants' violation of the FLSA, 29 U.S.C. §201, et seq., for their failure to pay minimum wages to Plaintiffs and the class they represent the minimum wages for all the time they worked.
- 130. Since July 17, 2005, Defendants Ideal, Menzies, Alitalia, and Gate Gourmet have been Plaintiffs' employers as defined by the FLSA.

- During the course of their employment by Defendants, Plaintiffs were not exempt from the minimum wage provisions of the FLSA, 29 U.S.C. §206.
- 132. During the weeks ending November 3, 2007 and November 10, 2007, Plaintiffs were not compensated for all time they worked during those individual work weeks as described in paragraph 59, *supra*, and as a result, their hourly wage fell below the then federally mandated minimum wage.
- 133. The specific dates and locations at which Plaintiffs were not compensated the then federally mandated minimum wage for all time worked are contained in documents which are in the possession of, or are required to be in the possession of, Defendant Ideal and its third party clients pursuant to the IMWL, the FLSA and the IDTLSA.
- 134. Pursuant to 29 U.S.C. § 206, Plaintiffs are entitled to be paid at least the federally mandated minimum wage for all time worked.
- 135. Defendants' failure to pay the minimum wage rate to Plaintiffs violated the minimum wage hour provisions of the FLSA, 29 U.S.C. § 206.
- 136. Defendants willfully violated the FLSA by refusing to pay Plaintiffs wages for all time worked.
- 137. Pursuant to 29 U.S.C. § 255, Plaintiffs are entitled to recover unpaid minimum wages for three years prior to the filing of this suit because Defendants' failure to pay minimum wages was a willful violation of the FLSA, 29 U.S.C. § 206.

- A. A judgment in the amount of unpaid minimum wages for all hours worked by Plaintiff other similarly situated employees;
- B. Liquidated damages in an amount equal to the amount of unpaid wages found to be due and owing;

- C. Reasonable attorneys' fees and costs incurred in filing this action; and
- D. Such other and further relief as this Court deems appropriate and just

COUNT XI

Violation of the Fair Labor Standards Act – Overtime Wages
(Plaintiffs Ismael Andrade, Berenice Jacinto, and Jose Hernandez individually only against
Defendants Ideal, Menzies, Alitalia, and Gate Gourmet only)

Plaintiffs incorporate and reallege paragraphs 1 through 137 as though set forth herein.

- 138. This count arises from Defendants Ideal, Menzies, Alitalia, and Gate Gourmet's violation of the FLSA, 29 U.S.C. §201, et seq., for their failure to pay overtime wages to Plaintiffs Ismael Andrade, Berenice Jacinto, and Jose Hernandez at a rate of one and one half times their regular hourly rate of pay.
- 139. Since July 17, 2005, Defendants Ideal, Menzies, Alitalia, and Gate Gourmet have been Plaintiffs' employers as defined by the FLSA.
- 140. During the course of their employment by Defendants Ideal, Menzies, Alitalia, and Gate Gourmet, Plaintiffs Ismael Andrade, Berenice Jacinto, and Jose Hernandez were not exempt from the overtime wage provisions of the FLSA, 29 U.S.C. §207.
- 141. Since July 17, 2005, Plaintiffs Ismael Andrade, Jose Hernandez, and Berenice Jacinto were required and/or permitted by Defendants Ideal, Menzies, Alitalia, and Gate Gourmet to work in excess of forty (40) hours in individual workweeks, and Plaintiffs did worked in excess of forty (40) hours in individual workweeks. See paragraph 58, supra.
- 142. Pursuant to 29 U.S.C. §207, Plaintiffs Ismael Andrade, Jose Hernandez, and Berenice Jacinto were entitled to be compensated at a rate of one and one-half times her regular hourly rate of pay for all time worked in excess of forty (40) hours in individual workweeks.

143. Defendants did not compensate Plaintiffs Ismael Andrade, Jose Hernandez, and Berenice Jacinto at a rate of one and one-half times their regular hourly rate of pay for all time worked in excess of forty (40) hours in that individual work weeks. See paragraph 58, supra.

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- 144. Defendants Ideal, Menzies, Alitalia, and Gate Gourmet's failure to pay overtime wages to Plaintiffs Ismael Andrade, Jose Hernandez, and Berenice Jacinto for all time worked in excess of forty (40) hours per week violated the FLSA, 29 U.S.C. § 207.
- 145. Defendants Ideal, Menzies, Alitalia, and Gate Gourmet willfully violated the FLSA by refusing to pay Plaintiffs Ismael Andrade, Jose Hernandez, and Berenice Jacinto overtime wages for all time worked in excess of forty (40) hours per week.
- 146. Plaintiffs Ismael Andrade, Jose Hernandez, and Berenice Jacinto are entitled to recover unpaid wages for up to three years prior to the filing of this suit because Defendant Ideal, Menzies, Alitalia, and Gate Gourmet's failure to pay overtime wages for hours worked in excess of forty (40) hours per week was a willful violation of the FLSA, 29 U.S.C. §207.

WHEREFORE, Plaintiffs Ismael Andrade, Jose Hernandez, and Berenice Jacinto pray for a judgment against Defendants Ideal, Menzies, Alitalia, and Gate Gourmet as follows:

- A. A judgment in the amount of one and one-half times Plaintiffs Ismael Andrade, Jose Hernandez, and Berenice Jacinto's regular rate for all time they worked in excess of forty (40) hours per week;
- B. Liquidated damages in an amount equal to the amount of unpaid overtime compensation found due;
- C. Reasonable attorneys' fees and costs incurred in filing this action; and
- D. Such other and further relief as this Court deems appropriate and just.

Respectfully submitted,

Dated: July 17, 2008

JOHN E. UNTEREKER
CHRISTOPHER J. WILLIAMS
Working Hands Legal Clinic (#44534)
77 W. Washington, Suite 1402

Chicago, Il 60602 (312) 795-9115

Attorneys for Plaintiffs

EXHIBIT A

\$354.20

Net Pay This Period

COOT Automatic Data Processing, Inc.

■ IEAR HERE

6/24/2007

0

6/18/2007 6/29/2007 24444

Pay Period: Pay Date: Check #:

Earnings Statement

IDEAL STAFFING SOLUTIONS INC 170 NORTH PINE LANE BENSENVILLE, IL 60106

0780 Employee Number:

376-xx-xxx SINGLE Social Security Number: Department Number: Marital Status:

05 9.0000 Number Of Allowances:

Rate:

Description RECL AR

ISMAEL ANDRADE 460 W. IRVING PK RD BENSENVILLE, IL 60106

25.63 283.50 249.43 Year-To-Date Taxes and Deductions 5.03 26.77 This Period Description IL ST FICA 3260.50 Year-To-Date 360.00 Hours and Earnings This Period -40.00 HOURS

Jeductions This Period	\$5.80	
Total		
Gross Pay This Period Total Deductions This Period	\$360.00	
		L

A36

COOT Aviomatic Data Processing, Inc.

Earnings Statement

6/24/2007 ក 6/18/2007 Pay Period:

6/29/2007 24445 Pay Date: Check #:

ISMAEL ANDRADE 460 W. IRVING PK RD BENSENVILLE, IL 60106

xxx-xx-3766 SINGLE 05 7.0000

Social Security Number:

Mantal Status:

Department Number: Employee Number:

Number Of Allowances:

Rate:

0780

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	Year-To-Date	3260.50		
Hours and Earnings	This Period	00.64		
Hours	Hours	7.00		
	Description	REGLAR		

Gross Pay This Period	849.00	
Gross Pay Year To Date	\$3,260.50	

■ IEAR HERE

\$55.25

\$6.25-

Net Pay This Period

Total Deductions This Period

A36

IDEAL STAFFING SOLUTIONS INC 170 NORTH PINE LANE BENSENVILLE, IL 60106

EXHIBIT B

S2001 Automatic Data Processing. Inc.

■ IEAR HERE

\$361.06

Not Pay This Period

Earnings Statement

4/01/2007 3/26/2007 to Pay Period:

4/06/2007 Pay Date:

Check #:

23162

BERNICE JACINTO 1066 IRVING PARK RD BENSENVILLE, IL 60106

XXX-XX-9887

Social Security Number.

Department Number: Employee Number.

MARRIED 07 9.0000

Number Of Allowances:

Rate:

Marital Status:

	Year-To-Date	315.95	30.87	399.65									
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П	Gross Pay Into Period	\$360.00	
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IDEAL STAFFING SOLUTIONS INC 170 NORTH PINE LANE BENSENVILLE, IL 60106

\$174.03

Not Pay This Period

Total Deductions This Period

Gross Pay This Period

Gross Pay Year To Date

\$4,130.10

\$154.35

\$19.68-

Earnings Statement

3/26/2007 to 4/01/2007 4/06/2007 Pay Period:

Pay Date:

23163 Check #:

BERNICE JACINTO 1066 IRVING PARK RD BENSENVILLE, IL 60106

XXX-XX-9087 MARRIED 07 9.0000

Social Security Number:

Department Number: Employee Number:

Number Of Allowances:

Rate:

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IDEAL STAFFING SOLUTIONS INC 170 NORTH PINE LANE BENSENVILLE, IL 60106

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EXHIBIT C

	Case 1:08-cv-04912	Document 1-2	Filed 08/27/2008	Page 94 of 96
CHECK NO. 006246	AMOUNT YTD 0.00 6.21 8.43 -27.74 -229.89 1.97 46.05 1.20 58.90	-16.14 -21.79 -CHECK NO. 006246 -Gross Pay	300,00 300,00 4,96,00	
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EMPLOYEE 51-0000444 Andrade, 1	Earnings Current Type Straight Time 16.00 Overtime 0.00	EARNII Verify PLOYE Andra	9/2/2007 Swissport Cargo	

EXHIBIT D

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EMPLOYEE 51-0000612 Hemandez J	Curr	Hou	e gi					GROSS EARNINGS. NET EARNINGS:	MEMO Verify same, address,	EMPLOYEE	Customer Name 7 Menzies Aviation 7 Swissport Cargo						
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JUDGE MANNING MAGISTRATE JUDGE DENLOW

EXHIBIT C

Case 1:08-cv-04912 Document 1-3 Filed 08/27/2008 Page 2 of 90 2120 - Served 2121 - Served 2220 - Not Served 2221 - Not Served 2320 - Served By Mail 2321 - Served By Mail 2420 - Served By Publication 2421 - Served Py Publication **SUMMONS** ALIAS - SUMMONS CCG N001-10M-1-07-05 (IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS COUNTY DEPARTMENT. Chancery (Name all parties) Marcelino Andrade et al. No. 08 CH 25610 Ideal Staffing Solutions, Inc. et al. Apex Plastic Finishing Company c/o Reg. Agent William P. Elzer 1040 Industrial Drive Bensonville, IL 60106 **SUMMONS** To each Defendant: YOU ARE SUMMONED and required to file an answer to the complaint in this case, a copy of which is hereto attached, or otherwise file your appearance, and pay the required fee, in the Office of the Clerk of this Court at the following location: Richard J. Daley Center, 50 W. Washington, Room 802 , Chicago, Illinois 60602 ☐ District 2 - Skokie ☐ District 3 - Rolling Meadows ☐ District 4 - Maywood 5600 Old Orchard Rd. 2121 Euclid 1500 Maybrook Ave. Skokie, IL 60077 Rolling Meadows, IL 60008 Maywood, IL 60153 ☐ District 5 - Bridgeview ☐ District 6 - Markham ☐ Child Support 10220 S. 76th Ave. 28 North Clark St., Room 200 16501 S. Kedzie Pkwy. Bridgeview, IL 60455 Markham, IL 60426 Chicago, Illinois 60602 You must file within 30 days after service of this Summons, not counting the day of service. IF YOU FAIL TO DO SO, A JUDGMENT BY DEFAULT MAY BE ENTERED AGAINST YOU FOR THE RELIEF REQUESTED IN THE COMPLAINT. To the officer: This Summons must be returned by the officer or other person to whom it was given for service, with endorsement of service and fees, if any, immediately after service. If service cannot be made, this Summons shall be returned so endorsed. This Summons may not be served later than 30 days after its date. JUL 22 2008 Atty. No.: 44534 Name: John E. Untereker/Working Hands Legal Clinic DOROTHY BROWN Atty. for: Plaintiffs CLERK OF CIRCUNCKERK OF Court Address: 77 W. Washington St., Suite 1402

City/State/Zip: Chicago, IL 60602

Service by Facsimile Transmission will be accepted at:

Telephone: (312)-795-9115

Date of Service:

(To be inserted by officer on copy left with defendant

or other person)

(Area Code) (Facsimile Telephone Number)

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS COUNTY DEPARTMENT, CHANCERY DIVISION

MARCELINO ANDRADE, BERENICE JACINTO, OF COOK)
AMERICA GARCIA, ORALIA PALACIOS MIGUEL

RUBIO, ISMAEL ANDRADE, JOSE HERNANDEZ,
LUCIA PORTILLO, RENE CORDOBA, and CARROLL

FRANCISCO MEDINA, on behalf of themselves and all other persons similarly situated, known and unknown,

Plaintiffs,

v.

Case No.

IDEAL STAFFING SOLUTIONS, INC., UAL, INC., ALITALIA AIRLINES, SINGAPORE AIRLINES, GATE GOURMET, INC., AIR MENZIES INTERNATIONAL (USA), INC., SWISSPORT CARGO SERVICES, INC., APEX PLASTIC FINISHING COMPANY, JD NORMAN INDUSTRIES, INC. and DIEGO DEASTIS, individually,

08CH25610

COMPLAINT

Plaintiffs Marcelino Andrade, America Garcia, Berenice Jacinto, Oralia Palacios, Miguel Rubio, Ismael Andrade, Jose Hernandez, Lucia Portillo, Rene Cordoba, and Francisco Medina, on behalf of themselves and other similarly situated employees, known and unknown, through their attorneys, for their Complaint against Defendants Ideal Staffing Solutions, Inc. ("Ideal"), UAL, Inc. ("United"), Alitalia Airlines ("Alitalia"), Singapore Airlines ("Singapore"), Gate Gourmet, Inc. ("Gate Gourmet"), Air Menzies International(USA), Inc. ("Menzies"), Swissport Cargo Services, Inc. ("Swissport"), APEX Plastic Finishing Company ("APEX"), JD Norman Industries, Inc. ("JD Norman"), and Diego Deastis ("Deastis"), individually, (collectively "Defendants"), state as follows:

I. INTRODUCTION

1. Plaintiffs are low-wage workers who were hired by a temporary staffing agency, Ideal, to work at eight different client companies located at or near O'Hare International Airport, including United, Alitalia, Singapore Airlines, Gate Gourmet, Menzies, and Swissport. Plaintiffs make a claim for unpaid overtime and other earned wages on behalf of themselves and a class of similarly situated employees. Plaintiffs and the class seek recovery of their owed wages from Ideal and Ideal's client companies jointly in that all benefited from the illegal schemes used to deny Plaintiffs and the class their earned wages thereby reducing labor costs. Plaintiffs also seek recovery for Defendants' violation of protections specifically guaranteed to day laborers by Illinois law.

II. NATURE OF PLAINTIFFS' CLAIMS

2. This lawsuit arises under the Illinois Minimum Wage Law, 820 ILCS 105/1 et seq. ("IMWL"), the Illinois Wage Payment and Collection Act, 820 ILCS 115/1 et seq. ("IWPCA"), and the Illinois Day and Temporary Labor Services Act, 820 ILCS 115/1 et seq. ("IDTLSA"), for: 1) Defendants Ideal, Deastis, Menzies, Alitalia, and Gate Gourmet's failure to pay overtime wages to Plaintiffs Ismael Andrade, Jose Hernandez, Berenice Jacinto, and other similarly situated employees in violation of the IMWL and the IDTLSA; 2) all Defendants' failure to pay minimum wages to Plaintiffs and other similarly situated employees in violation of the IMWL and IDTLSA; 3) all Defendants' failure to pay all earned wages to Plaintiffs and other similarly situated employees in violation of the IWPCA and the IDTLSA; 4) Defendant Ideal's failure to compensate Plaintiffs Berenice Jacinto, Lucia Portillo and similarly situated employees for a minimum of four (4) hours on days when they were contracted to work, but were not utilized as required by the IDTLSA; 5) Defendant Ideal's failure to provide Plaintiffs and

similarly situated employees with Employment Notices as required by the IDTLSA; 6) Defendant Ideal's failure to provide Plaintiffs and similarly situated employees with proper Wage Payment and Notices as required by the IDTLSA. Plaintiffs bring this lawsuit as a class action, under Illinois Code of Civil Procedure 735 ILCS 5/2-801 et seq., seeking damages and other equitable relief under the IMWL, the IWPCA and the IDTLSA on behalf of Plaintiffs and all other similarly situated employees of Defendants. Plaintiffs Ismael Andrade, Jose Hernandez, and Berenice Jacinto also bring individual claims under the Fair Labor Standards Act, 29 U.S.C. §201 et seq. ("FLSA") for Defendants Ideal, Deastis, Menzies, Alitalia, and Gate Gourmet's failure to pay federally mandated minimum wages and overtime wages.

3. The "IMWL Class Period" for the IMWL overtime and minimum wage claims is designated as the period beginning July 17, 2005 based on the limitations period of the IMWL. The "IWPCA Class Period" for the IWPCA claim is designated as the period beginning July 17, 2003 based on the limitations period of the IWPCA. The "IDTLSA Class Period" for the IDTLSA claims is designated as the period beginning January 1, 2006, the effective date of the IDTLSA, to the present, based upon Plaintiffs' allegations that the violations of the IDTLSA, as described more fully below, have been ongoing since that time.

III. JURISDICTION

4. Jurisdiction in this Court is proper pursuant to 735 ILCS 5/2-209(a)(1) because Defendants committed the violations of the IMWL, the IWPCA and the IDTLSA complained of herein in Illinois and, pursuant to 735 ILCS 5/2-209(b)(4), because Defendants conduct and transact business from and within the state of Illinois.

IV. VENUE

5. Venue is proper in this judicial district pursuant to 735 ILCS 5/2-101 in that Plaintiffs and other members of the Class performed work for Defendants within Cook County, Illinois, a substantial number of the acts complained of herein occurred within Cook County, Illinois, and Defendants have maintained offices and transacted business during the Class Period within Cook County, Illinois.

V. PARTIES

A. Plaintiffs

- 6. At all relevant times, Plaintiff Marcelino Andrade has been an "employee" of Defendant Ideal, as that term is defined by the IMWL, IWPCA, and the FLSA, and has been employed by Defendant Ideal as a "day or temporary laborer" as that term is defined by the IDTLSA, 820 ILCS 175/5, and has been leased by Defendant Ideal to work as a day or temporary laborer at various third party client companies, including Swissport and Alitalia.
- 7. At all relevant times, Plaintiff America Garcia has been an "employee" of Defendant Ideal, as that term is defined by the IMWL, IWPCA, and the FLSA, and has been employed by Defendant Ideal as a "day or temporary laborer" as that term is defined by the IDTLSA, 820 ILCS 175/5, and has been leased by Defendant Ideal to work as a day or temporary laborer at various third party client companies, including JD Norman and APEX.
- 8. At all relevant times, Plaintiff Berenice Jacinto has been an "employee" of Defendant Ideal, as that term is defined by the IMWL, IWPCA, and the FLSA, and has been employed by Defendant Ideal as a "day or temporary laborer" as that term is defined by the IDTLSA, 820 ILCS 175/5, and has been leased by Defendant Ideal to work as a day or temporary laborer at various third party client companies, including APEX and Gate Gourmet.

- 9. At all relevant times, Plaintiff Oralia Palacios has been an "employee" of Defendant Ideal, as that term is defined by the IMWL, IWPCA, and the FLSA, and has been employed by Defendant Ideal as a "day or temporary laborer" as that term is defined by the IDTLSA, 820 ILCS 175/5, and has been leased by Defendant Ideal to work as a day or temporary laborer at various third party client companies, including JD Norman.
- Defendant Ideal, as that term is defined by the IMWL, IWPCA, and the FLSA, and has been employed by Defendant Ideal as a "day or temporary laborer" as that term is defined by the IDTLSA, 820 ILCS 175/5, and has been leased by Defendant Ideal to work as a day or temporary laborer at various third party client companies, including Menzies.
- Defendant Ideal, as that term is defined by the IMWL, IWPCA, and the FLSA, and has been employed by Defendant Ideal as a "day or temporary laborer" as that term is defined by the IDTLSA, 820 ILCS 175/5, and has been leased by Defendant Ideal to work as a day or temporary laborer at various third party client companies, including Menzies and Alitalia.
- 12. At all relevant times, Plaintiff Jose Hernandez has been an "employee" of Defendant Ideal, as that term is defined by the IMWL, IWPCA, and the FLSA, and has been employed by Defendant Ideal as a "day or temporary laborer" as that term is defined by the IDTLSA, 820 ILCS 175/5, and has been leased by Defendant Ideal to work as a day or temporary laborer at various third party client companies, including Menzies and Alitalia.
- 13. At all relevant times, Plaintiff Lucia Portillo has been an "employee" of Defendant Ideal, as that term is defined by the IMWL, IWPCA, and the FLSA, and has been employed by Defendant Ideal as a "day or temporary laborer" as that term is defined by the

IDTLSA, 820 ILCS 175/5, and has been leased by Defendant Ideal to work as a day or temporary laborer at various third party client companies, including APEX.

- 14. At all relevant times, Plaintiff Rene Cordoba has been an "employee" of Defendant Ideal, as that term is defined by the IMWL, IWPCA, and the FLSA, and has been employed by Defendant Ideal as a "day or temporary laborer" as that term is defined by the IDTLSA, 820 ILCS 175/5, and has been leased by Defendant Ideal to work as a day or temporary laborer at various third party client companies, including Swissport and Alitalia.
- 15. At all relevant times, Plaintiff Francisco Medina has been an "employee" of Defendant Ideal, as that term is defined by the IMWL, IWPCA, and the FLSA, and has been employed by Defendant Ideal as a "day or temporary laborer" as that term is defined by the IDTLSA, 820 ILCS 175/5, and has been leased by Defendant Ideal to work as a day or temporary laborer at various third party client companies, including United and Swissport.

B. <u>Defendants</u>

- 16. Defendant Ideal is an Illinois corporation doing business in Illinois. Defendant Ideal is day and temporary service agency located in Illinois.
- 17. Defendant Ideal is or has been Plaintiffs' "employer" as that term is defined by the IDTLSA, the IMWL, the IWPCA, and the FLSA.
- 18. Since January 1, 2006, Defendant Ideal has been engaged in the business of employing day or temporary laborers to provide services, for a fee, to third party clients pursuant to contracts between itself and third party clients.
- 19. Since January 1, 2006, Defendant Ideal has been "a day and temporary labor service agency" as defined by the IDTLSA. 820 ILCS 175/5.

- 52. Since July 17, 2003, Defendant JD Norman has been an employer as defined by the IMWL, 820 ILCS 105/3(c), IWPCA, 820 ILCS 115/1 et seq., and FLSA, 29 U.S.C. §203(d).
- 53. Since January 1, 2006, Defendant JD Norman has contracted with Ideal in order to obtain day or temporary laborers.
- 54. Since January 1, 2006, Defendant JD Norman has been a "third party client" of Ideal as that term is defined by the IDTLSA. 820 ILCS 105/5.

VI. FACTUAL BACKGROUND

- 55. Plaintiffs and other day and temporary laborers have worked for Defendant Ideal at one of its Illinois branch offices in one or more individual work weeks since July 17, 2003.
- 56. Defendant Ideal operates, and at all times during the Class Periods, has done business in Cook County and elsewhere within Illinois.
- 57. Defendants United, Alitalia, Singapore, Gate Gourmet, Menzies, Swissport, APEX, and JD Norman operate, and at all times during the Class Periods, have done business in Cook County and elsewhere within Illinois.
- 58. Since July 17, 2005, Defendant Ideal has failed to pay Plaintiffs Ismael Andrade, Jose Hernandez, Berenice Jacinto and other Class Members at the rate of one and one-half times their regular rate of pay for all time worked over forty (40) hours in a single work week in violation of the IMWL. For example:
 - a. In one scheme, Defendant Ideal and Gate Gourmet denied Plaintiff Ismael Andrade, Berenice Jacinto and other class members their earned overtime pay by "splitting" their weekly compensation between multiple paychecks so that no individual paycheck identified employees as having worked more than forty (40) hours in an individual work week. For example, see Exhibit A, attached hereto, showing Defendant Ideal issued Plaintiff Ismael Andrade two paychecks for the work he performed in the work week ending June 24, 2007, one check (#24444) compensating him for 40 hours of work at his regular rate of pay and the other check (#24445) compensating him for an additional 7 hours of work at his regular rate of

pay, or a total of 47 hours all paid at Plaintiff Ismael Andrade's regular rate of pay.

- b. For example, see Exhibit B, attached hereto, showing Defendant Ideal issued Plaintiff Berenice Jacinto two paychecks for the work she performed in the work week ending April 1, 2007 at Gate Gourmet, one check (#23162) compensating her for 40 hours of work at her regular rate of pay and the other check (#23163) compensating her for an additional 17.15 hours of work at her regular rate of pay, or a total of 57.15 hours all paid at Plaintiff Berenice Jacinto's regular rate of pay.
- c. In another scheme, Defendant Ideal, Menzies, and Alitalia denied Plaintiffs Ismael Andrade, Jose Hernandez, and other class members their earned overtime pay by paying them for all hours worked, including time worked over forty (40) hours in individual work weeks, with one check, however at their "straight-time" hourly rate of pay. For example, see Exhibit C, attached hereto, showing Defendant Ideal compensated Plaintiff Ismael Andrade for sixty-four (64) hours for the work he performed in the work week ending September 2, 2007 at his regular rate of pay. Plaintiff Ismael Andrade was not compensated at one and one-half times his regular rate of pay for all time worked in excess of forty (40) hours for that work week.
- d. For example, see Exhibit D, attached hereto, showing Defendant Ideal compensated Plaintiff Jose Hernandez for forty-six (46) hours for the work he performed in the work week ending October 28, 2007 at his regular rate of pay. Plaintiff Jose Hernandez was not compensated at one and one-half times his regular rate of pay for all time worked in excess of forty (40) hours for that work week.
- 59. Since July 17, 2005, Defendants have failed to pay Plaintiffs and other Class Members for all time they worked, which caused their hourly wage rate to fall below the statemandated minimum wage rate in violation of the IMWL and FLSA. For example:
 - a. Defendants Ideal, Swissport, and Alitalia also failed to pay Plaintiff Marcelino Andrade for all time he worked in the work weeks ending November 4, 2007 and November 11, 2007. Defendants Ideal, Swissport, and Alitalia's failure to compensate Plaintiff Marcelino Andrade for all time he worked resulted in payment of less than the state and federal mandated minimum wages.
 - b. Defendants Ideal and JD Norman also failed to pay Plaintiff America Garcia for all time she worked in the work weeks ending November 4, 2007 and November 11, 2007. Defendants Ideal and JD Norman's failure

- to compensate Plaintiff Marcelino Andrade for all time she worked resulted in payment of less than the state and federal mandated minimum wages.
- c. Defendants Ideal and APEX also failed to pay Plaintiff Berenice Jacinto for all time she worked in the work weeks ending November 4, 2007 and November 11, 2007. Defendants Ideal and APEX's failure to compensate Plaintiff Berenice Jacinto for all time she worked resulted in payment of less than the state and federal mandated minimum wages.
- d. Defendants Ideal and JD Norman also failed to pay Plaintiff Oralia Palacios for all time she worked in the work weeks ending November 4, 2007 and November 11, 2007. Defendants Ideal and JD Norman's failure to compensate Plaintiff Oralia Palacios for all time she worked resulted in payment of less than the state and federal mandated minimum wages.
- e. Defendants Ideal and Menzies also failed to pay Plaintiff Miguel Rubio for all time he worked in the work weeks ending November 4, 2007 and November 11, 2007. Defendants Ideal and Menzies 's failure to compensate Plaintiff Miguel Rubio for all time he worked resulted in payment of less than the state and federal mandated minimum wages.
- f. Defendants Ideal and APEX also failed to pay Plaintiff Lucia Portillo for all time she worked in the work weeks ending November 4, 2007 and November 11, 2007. Defendants Ideal and APEX's failure to compensate Plaintiff Lucia Portillo for all time she worked resulted in payment of less than the state and federal mandated minimum wages.
- g. Defendants Ideal, Menzies, and Alitalia also failed to pay Plaintiff Ismael Andrade for all time he worked in the work weeks ending November 4, 2007 and November 11, 2007. Defendants Ideal, Menzies, and Alitalia's failure to compensate Plaintiff Ismael Andrade for all time he worked resulted in payment of less than the state and federal mandated minimum wages.
- h. Defendants Ideal, Menzies, and Alitalia also failed to pay Plaintiff Jose Hernandez for all time he worked in the work weeks ending November 4, 2007 and November 11, 2007. Defendants Ideal, Menzies, and Alitalia's failure to compensate Plaintiff Jose Hernandez for all time he worked resulted in payment of less than the state and federal mandated minimum wages.
- i. Defendants Ideal, Swissport, and Singapore also failed to pay Plaintiff Rene Cordoba for all time he worked in the work weeks ending November 4, 2007 and November 11, 2007. Defendants Ideal, Swissport, and Singapore's failure to compensate Plaintiff Rene Cordoba for all time he

- worked resulted in payment of less than the state and federal mandated minimum wages.
- j. Defendants Ideal and United also failed to pay Plaintiff Francisco Medina for all time he worked in the work weeks ending November 4, 2007 and November 11, 2007. Defendants Ideal and United's failure to compensate Plaintiff Francisco Medina for all time he worked resulted in payment of less than the state and federal mandated minimum wages.
- 60. Since July 17, 2003, all Defendants have failed to pay Plaintiffs and other class members for all time worked at the rate agreed to by the parties in violation of the IWPCA. For example:
 - a. Defendants Ideal, Swissport, and Alitalia failed to pay Plaintiff Marcelino Andrade for all time he worked in the work weeks ending November 4, 2007 and November 11, 2007.
 - b. Defendants Ideal and JD Norman also failed to pay Plaintiff America Garcia for all time she worked in the work weeks ending November 4, 2007 and November 11, 2007.
 - c. Defendants Ideal and APEX also failed to pay Plaintiff Berenice Jacinto for all time she worked in the work weeks ending November 4, 2007 and November 11, 2007.
 - d. Defendants Ideal and JD Norman also failed to pay Plaintiff Oralia Palacios for all time she worked in the work weeks ending November 4, 2007 and November 11, 2007.
 - e. Defendants Ideal and Menzies also failed to pay Plaintiff Miguel Rubio for all time he worked in the work weeks ending November 4, 2007 and November 11, 2007.
 - f. Defendants Ideal and APEX also failed to pay Plaintiff Lucia Portillo for all time she worked in the work weeks ending November 4, 2007 and November 11, 2007.
 - g. Defendants Ideal, Menzies, and Alitalia also failed to pay Plaintiff Ismael Andrade for all time he worked in the work weeks ending November 4, 2007 and November 11, 2007.
 - h. Defendants Ideal, Menzies, and Alitalia also failed to pay Plaintiff Jose Hernandez for all time he worked in the work weeks ending November 4, 2007 and November 11, 2007.

- i. Defendants Ideal, Swissport, and Singapore also failed to pay Plaintiff Rene Cordoba for all time he worked in the work weeks ending November 4, 2007 and November 11, 2007.
- j. Defendants Ideal and United also failed to pay Plaintiff Francisco Medina for all time he worked in the work weeks ending November 4, 2007 and November 11, 2007.
- 61. Since January 1, 2006, Defendant Ideal has failed to provide Plaintiffs and other Class Members an "Employment Notice" at the time of dispatch to third party clients in the form of a statement containing the following items on a form approved by the Illinois Department of Labor:
 - a. the name of the day or temporary laborer;
 - b. the name and nature of the work to be performed;
 - c. the wages offered;
 - d. the name and address of the destination of each day and temporary laborer;
 - e. terms of transportation; and
 - f. whether a meal or equipment, or both, are provided, either by the day and temporary labor service agency or the third party client, and the cost of the meal and equipment, if any.
- 62. Since January 1, 2006, Defendant Ideal has likewise failed to provide Plaintiffs and other Class Members with a proper Wage Payment and Notice at the time of payment of wages in the form of an itemized statement, on the day or temporary laborers' pay stub or on a form approved by the Illinois Department of Labor, containing the total number of hours worked by the day or temporary laborer at each third party client each day during the pay period. As an example, see Exhibits B and C attached hereto.

- 63. Since January 1, 2006, Defendant Ideal and APEX has likewise failed to compensate Plaintiffs Berenice Jacinto, Lucia Portillo, and other class members and other Class Members for a minimum of four (4) hours of pay in accordance with 820 ILCS 175/30(g). For example, Plaintiffs Berenice Jacinto, Lucia Portillo, and other class members were contracted by Defendant Ideal to work on December 7, 2007 at Defendant APEX, however they were not utilized. Plaintiffs Berenice Jacinto, Lucia Portillo, and other class members were not paid their agreed upon rate of pay for the statutorily provided four (4) hours.
- 64. Defendant Ideal's failure to provide Plaintiffs and other Class Members with the required Employment Notice (820 ILCS 175/10) and Wage Payment and Notice (820 ILCS 175/30), and Plaintiffs Berenice Jacinto, Lucia Portillo, and other class members with four (4) hours of pay for contracted time not utilized (820 ILCS 175/30(g)) denied Plaintiffs and other Class Members certain information related to their employment which the Illinois legislature has determined is critical to protect the rights of day or temporary laborers. Such at-risk workers are particularly vulnerable to abuse of their labor rights, including unpaid wages, failure to pay for all hours worked, minimum wage and overtime violations, and unlawful deduction from pay for meals, transportation, equipment and other items. 820 ILCS 175/2.

VII. CLASS ACTION ALLEGATIONS

- 65. Plaintiffs bring this action, on behalf of themselves and all other similarly situated persons, as a class action pursuant to the Illinois Code of Civil Procedure, 735 ILCS 5/2-801.
- 66. The Class that Plaintiffs seek to represent in regard to the IMWL overtime and minimum wage claims is composed of and defined as all persons who have been employed by Defendant Ideal as day or temporary laborers since July 17, 2005. The Class that Plaintiffs seek to represent in regard to the IWPCA claim is composed of and defined as all persons who have

been employed by Defendant Ideal as day or temporary laborers since July 17, 2003. The Class that Plaintiffs seek to represent in regard to the IDTLSA claims is composed of and defined as all persons who have been employed by Defendant Ideal as day or temporary laborers since January 1, 2006.

- 67. This action has been brought and may properly be maintained as a class action under 735 ILCS 5/2-801 because:
 - a. The class is so numerous that joinder of all members is impracticable. While the precise number of Class Members has not been determined at this time, Plaintiffs are informed and believe that Defendant Ideal has employed thousands of persons as day or temporary laborers in Illinois during the IMWL and IWPCA Class Periods and thousands of persons as day or temporary laborers in Illinois during the IDTLSA Class period.
 - b. There are questions of fact or law common to the class, which common questions predominate over any questions affecting only individual members. These common questions of law and fact include, without limitation:
 - i. Whether Defendants Ideal, Deastis, Menzies, Alitalia, and Gate Gourmet failed to pay day or temporary laborers overtime wages for all time worked over forty (40) hours in individual work weeks during the IMWL Class Period;
 - Whether Defendants failed to pay day or temporary laborers the Illinois mandated-minimum wages for all time worked in individual work weeks during the IMWL Class Period;
 - iii. Whether Defendants failed to pay day or temporary laborers all earned wages at the rate agreed to by the parties for all time worked in individual work weeks during the IWPCA Class Period;
 - iv. Whether Defendant Ideal failed to provide day or temporary laborers with Employment Notice as required by 820 ILCS 175/10;
 - v. Whether Defendant Ideal failed to provide day or temporary laborers with Wage Payment and Notice as required by 820 ILCS 175/30;
 - vi. Whether Defendants Ideal and APEX failed to provide day or temporary laborers with the minimum four (4) hours of compensation when contracted to work and not utilized as required by 820 ILCS 175/30(g);

- c. Plaintiffs will fairly and adequately represent and protect the interests of the Class Members. Plaintiffs' Counsel is competent and experienced in litigating large wage and hour and other employment class actions.
- d. The class action is an appropriate method for the fair and efficient adjudication of the controversy. Certification of this case as a class action will allow those similarly situated persons to litigate their claims in the manner that is most efficient and economical for the parties and the judicial system. Certifying this case as a class action is superior because Plaintiffs and the class seek injunctive relief that will affect all class members in a common way. Furthermore, those class members still employed by Defendant Ideal may be reluctant to raise individual claims for fear of retaliation.

COUNT I

Violation of the Illinois Minimum Wage Law-Overtime Wages
(Plaintiffs Ismael Andrade, Jose Hernandez, and Berenice Jacinto on their own behalf and
on behalf of a class against Defendants Ideal, Deastis, Menzies, Alitalia, and Gate Gourmet
Only)

Plaintiffs incorporate and reallege paragraphs 1 through 67 as though set forth herein.

- 68. This count arises from the violation of the IMWL for Defendants Ideal, Deastis, Menzies, Alitalia, and Gate Gourmet's failure to pay Plaintiffs Ismael Andrade, Berenice Jacinto, Jose Hernandez and the class that they represent all their earned overtime pay for time worked in excess of forty (40) hours in individual workweeks.
- 69. Since July 17, 2005, Plaintiffs Ismael Andrade, Berenice Jacinto, Jose Hernandez were required and/or permitted by Defendants Ideal, Deastis, Menzies, Alitalia, and Gate Gourmet and its third party clients to work in excess of forty (40) hours in individual workweeks, and Plaintiffs Ismael Andrade, Berenice Jacinto, Jose Hernandez did work in excess of (40) hours in individual work weeks. See paragraph 58, *supra*.
- 70. Since July 17, 2005, other similarly situated employees were directed by Defendants Ideal, Menzies, Alitalia, and Gate Gourmet to work and did work in excess of forty (40) hours in certain individual workweeks. The specific dates and locations at which Plaintiffs Ismael Andrade, Jose Hernandez, Berenice Jacinto, and other similar situated employees of Defendants were not compensated for all time worked in excess of forty (40) hours are contained in documents which are in the possession of, or are required to be in the possession of,

Defendants Ideal, Deastis, Menzies, Alitalia, and Gate Gourmet pursuant to the IMWL, the FLSA and the IDTLSA.

- 71. Plaintiffs Ismael Andrade, Jose Hernandez, Berenice Jacinto, and the class members were entitled to be paid at the rate of one and one-half times their regular hourly rate of pay for all time worked in excess of forty (40) hours in individual work weeks.
- 72. Defendants Ideal, Deastis, Menzies, Alitalia, and Gate Gourmet did not pay Plaintiffs Ismael Andrade, Jose Hernandez, Berenice Jacinto, and other similarly situated employees overtime wages at the rate of one and one half time their regular rate for all time they worked in excess of forty (40) hours in individual work weeks. See paragraph 58, supra.
- 73. Defendants Ideal, Deastis, Menzies, Alitalia, and Gate Gourmet's failure to pay overtime wages to Plaintiffs Ismael Andrade, Jose Hernandez, Berenice Jacinto, and the class violated the maximum hour provisions of the IMWL.
- 74. Plaintiffs Ismael Andrade, Jose Hernandez, and Berenice Jacinto represent all current and former employees of Defendants Ideal, Deastis, Menzies, Alitalia, and Gate Gourmet who have not been paid overtime wages for all time worked in excess of forty (40) hours in individual work weeks since July 17, 2005, through and including the present.

WHEREFORE, Plaintiffs Ismael Andrade, Jose Hernandez, Berenice Jacinto, and the class pray for a judgment against Defendants Ideal, Deastis, Menzies, Alitalia, and Gate Gourmet as follows:

- A. That the Court determine that this action may be maintained as a class action under 735 ILCS 5/2-801;
- B. A judgment in the amount of all back wages due as provided by the IMWL;
- C. Prejudgment interest on the back wages in accordance with 815 ILCS 205/2 and punitive damages pursuant to the formula set forth in 820 ILCS 105/12(a);
- D. Reasonable attorneys' fees and costs of this action as provided by the IMWL, 820 ILCS 105/1 et seq.;
- E. A determination of the rights of the parties and a direction to Defendants to account for all hours worked and wages paid to the class members during the temporality of the class;
- F. Such other and further relief as this Court deems appropriate and just.

COUNT II

Violation of the Illinois Day and Temporary Labor Services Act-Overtime Wages (Plaintiffs Ismael Andrade, Jose Hernandez, and Berenice Jacinto on their own behalf and on behalf of a class against Defendants Ideal, Deastis, Menzies, Alitalia, and Gate Gourmet Only)

Plaintiffs incorporate and reallege paragraphs 1 through 74 as though set forth herein.

- 75. This count arises from the violation of the IDTLSA for Defendants Ideal, Deastis, Menzies, Alitalia, and Gate Gourmet's failure to pay Plaintiffs Ismael Andrade, Berenice Jacinto, Jose Hernandez and the class that they represent all their earned overtime pay for time worked in excess of forty (40) hours in individual workweeks.
- 76. Since January 1, 2006, Plaintiffs Ismael Andrade, Berenice Jacinto, Jose Hernandez were required and/or permitted by Defendants Ideal, Deastis, Menzies, Alitalia, and Gate Gourmet and its third party clients to work in excess of forty (40) hours in individual workweeks, and Plaintiffs Ismael Andrade, Berenice Jacinto, Jose Hernandez did work in excess of (40) hours in individual work weeks. See paragraph 58, *supra*.
- 77. Since January 1, 2006, other similarly situated employees were directed by Defendants Ideal, Menzies, Alitalia, and Gate Gourmet to work and did work in excess of forty (40) hours in certain individual workweeks. The specific dates and locations at which Plaintiffs Ismael Andrade, Jose Hernandez, Berenice Jacinto, and other similar situated employees of Defendants were not compensated for all time worked in excess of forty (40) hours are contained in documents which are in the possession of, or are required to be in the possession of, Defendants Ideal, Deastis, Menzies, Alitalia, and Gate Gourmet pursuant to the IMWL, the FLSA and the IDTLSA.
- 78. Plaintiffs Ismael Andrade, Jose Hernandez, Berenice Jacinto, and the class members were entitled to be paid at the rate of one and one-half times their regular hourly rate of pay for all time worked in excess of forty (40) hours in individual work weeks.
- 79. Defendants Ideal, Deastis, Menzies, Alitalia, and Gate Gourmet did not pay Plaintiffs Ismael Andrade, Jose Hernandez, Berenice Jacinto, and other similarly situated

- 83. This count arises from the violation of the IMWL for Defendants' failure to pay Plaintiffs and the class they represent the state-mandated minimum wages for all time they worked.
- 84. During the weeks ending November 4, 2007 and November 11, 2007, Plaintiffs were not compensated for all time they worked during those individual work weeks as described in paragraph 59, *supra*, and as a result, their hourly wage fell below the Illinois minimum wage.
- 85. Since July 17, 2005, other class members were similarly not compensated for all hours worked in certain work weeks and, as a result, their hourly wages likewise fell below the Illinois minimum wage. The specific dates and locations at which Plaintiffs and other similar situated employees of Defendants' were not compensated the Illinois minimum wage for all time worked are contained in documents which are in the possession of, or are required to be in the possession of, Defendant Ideal and its third party clients pursuant to the IMWL, the FLSA and the IDTLSA.
- 86. Plaintiffs and the class members were entitled to be paid at least the Illinois minimum wage for all time worked.
- 87. Defendants' failure to pay the Illinois minimum wage rate to Plaintiffs and the Class violated the minimum wage provisions of the IMWL.
- 88. Plaintiffs represent all current and former employees of Defendants' who have not been paid minimum wages in the three (3) years prior to Plaintiffs filing their lawsuit, through and including the present.
- 89. Pursuant to 820 ILCS 105/12(a), Plaintiffs and members of the class are entitled to recover unpaid wages for the three (3) years prior to the filing of this suit, plus damages in the amount of two percent (2%) per month of the amount of underpayment.

A. That the Court determine that this action may be maintained as a class action under 735 ILCS 5/2-801;

- B. A judgment in the amount of all back wages due as provided by the IMWL;
- C. Prejudgment interest on the back wages in accordance with 815 ILCS 205/2 and punitive damages pursuant to the formula set forth in 820 ILCS 105/12(a);
- D. Reasonable attorneys' fees and costs of this action as provided by the IMWL, 820 ILCS 105/1 et seq.;
- E. A determination of the rights of the parties and a direction to Defendants to account for all hours worked and wages paid to the class members during the temporality of the class;
- F. Such other and further relief as this Court deems appropriate and just.

COUNT IV

Violation of the Illinois Day and Temporary Labor Services Act – Minimum Wages (Plaintiffs on their own behalf and on behalf of a class against all Defendants)

Plaintiffs incorporate and reallege paragraphs 1 through 89 as though set forth herein.

- 90. This count arises from the violation of the IDTLSA for Defendants' failure to pay Plaintiffs and the class they represent the state-mandated minimum wages for all time they worked.
- 91. During the weeks ending November 4, 2007 and November 11, 2007, Plaintiffs were not compensated for all time they worked during those individual work weeks as described in paragraph 59, *supra*, and as a result, their hourly wage fell below the Illinois minimum wage.
- 92. Since July 17, 2005, other class members were similarly not compensated for all hours worked in certain work weeks and, as a result, their hourly wages likewise fell below the Illinois minimum wage. The specific dates and locations at which Plaintiffs and other similar situated employees of Defendants' were not compensated the Illinois minimum wage for all time worked are contained in documents which are in the possession of, or are required to be in the possession of, Defendant Ideal and its third party clients pursuant to the IMWL, the FLSA and the IDTLSA.
- 93. Plaintiffs and the class members were entitled to be paid at least the Illinois minimum wage for all time worked.

- 94. Defendants' failure to pay the Illinois minimum wage rate to Plaintiffs and the Class violated the IDTLSA.
- 95. Plaintiffs represent all current and former employees of Defendants' who have not been paid minimum wages since January 1, 2006.
- 96. Pursuant to 820 ILCS 175/95(a)(1), Plaintiffs and members of the class are entitled to recover an equal amount of their unpaid wages as liquidated damages since January 1, 2006.

- A. That the Court determine that this action may be maintained as a class action under 735 ILCS 5/2-801;
- B. A judgment for liquidated damages in an amount equal to the amount of unpaid overtime compensation found due since January 1, 2006 pursuant to 820 ILCS 175/95(a)(1);
- C. Reasonable attorneys' fees and costs of this action as provided by the IDTLSA, 820 ILCS 175/95;
- D. A determination of the rights of the parties and a direction to Defendants to account for all hours worked and wages paid to the class members during the temporality of the class;
- E. Such other and further relief as this Court deems appropriate and just.

COUNT V

Violation of the Illinois Wage Payment and Collection Act— Unpaid Wages, Non Issuance of Final Checks (Plaintiffs on their own behalf and on behalf of a class against all Defendants)

Plaintiffs incorporate and reallege paragraphs 1 through 96 as though set forth herein.

97. This count arises from the violation of the IWPCA for Defendants' failure to pay Plaintiffs and the class they represent wages for all time worked at the rate agreed to by the parties.

- 98. During the weeks ending November 4, 2007 and November 11, 2007, Plaintiffs were not compensated for all time they worked during that individual work week as described in paragraph 60, *supra*.
- 99. Since July 17, 2003, other class members were similarly not compensated for all time worked in certain work weeks. The specific dates and locations at which Plaintiffs and other similarly situated employees of Defendants were not compensated for all time worked are contained in documents which are in the possession of, or are required to be in the possession of, Defendants and its third party clients pursuant to the IMWL, the FLSA and the IDTLSA.
- 100. Plaintiffs and the class members were entitled to be paid for all time worked at the rate agreed to by the parties.
- 101. Defendants' failure to pay Plaintiffs and the class members for all time worked at the rate agreed to by the parties violated the IWPCA.
- 102. Plaintiffs represent all current and former employees of Defendants' who have not been paid for all time worked at the rate agreed to by the parties in the five (5) years prior to Plaintiffs filing their lawsuit, through and including the present.

- A. That the Court determine that this action may be maintained as a class action under 735 ILCS 5/2-801;
- B. A judgment in the amount of all back wages due, as provided by the IWPCA;
- C. Prejudgment interest on the back wages in accordance with 815 ILCS 205/2;
- D. An injunction precluding Defendants from violating the IWPCA, 820 ILCS 115/1 et seq.;
- E. Such other and further relief as this Court deems appropriate and just.

COUNT VI

Violation of the Illinois Day and Temporary Labor Services Act— Unpaid Wages-Non-Issuance of Final Checks (Plaintiffs on their own behalf and on behalf of a class against all Defendants)

Plaintiffs incorporate and reallege paragraphs 1 through 102 as though set forth herein.

- 103. This count arises from the violation of the IDTLSA for Defendants' failure to pay Plaintiffs and the class they represent wages for all time worked at the rate agreed to by the parties.
- 104. During the course of their employment with Defendants, Plaintiffs were not compensated for all time they worked in certain work weeks. See paragraph 60, supra.
- 105. Other class members were similarly not compensated for all time worked in certain work weeks.
- 106. Plaintiffs and the class members were entitled to be paid for all time worked at the rate agreed to by the parties.
- 107. Defendants' failure to pay Plaintiffs and the class members for all time worked at the rate agreed to by the parties violated the IWPCA, a wage and hour violation as incorporated into the IDTLSA. 820 ILCS 175/95(a)(1). Pursuant to 820 ILCS 175/95(a)(1), Plaintiffs and members of the class are entitled to recover an amount equal to their earned wages as liquidated damages since January 1, 2006.
- 108. Plaintiffs represent all current and former employees of Defendants who have not been paid for all time worked at the rate agreed to by the parties since January 1, 2006.

- A. That the Court determine that this action may be maintained as a class action under 735 ILCS 5/2-801;
- B. A judgment in the amount of all back wages due as provided by the IDTLSA;
- C. That the Court award Plaintiffs and Class Members liquidated damages in an amount equal to the amount of unpaid overtime compensation found due since January 1, 2006 pursuant to 820 ILCS 175/95(a)(1);
- D. Reasonable attorneys' fees and costs of this action as provided by the IDTLSA, 820 ILCS 175/95;
- E. A determination of the rights of the parties and a direction to Defendants to account for all hours worked and wages paid to the class members during the temporality of the class;

Such other and further relief as this Court deems appropriate and just. F.

COUNT VII

Violation of the Illinois Day and Temporary Labor Services Act-Unpaid Wages-Statutory Minimum Pay of four (4) hours for a contracted work day (Plaintiffs Berenice Jacinto and Lucia Portillo on their own behalf and on behalf of a class against Defendants Ideal Staffing and APEX Only)

Plaintiffs incorporate and reallege paragraphs 1 through 108 as though set forth herein.

- This count arises from the violation of the IDTLSA for Defendants Ideal's and 109. APEX's failure to pay Plaintiffs Berenice Jacinto and Lucia Portillo and the class that they represent for a minimum of four (4) hours of pay in accordance with 820 ILCS 175/30(g).
- Plaintiffs Berenice Jacinto and Lucia Portillo and the class they represent were 110. contracted by Defendants Ideal to work on December 7, 2007 at Defendant APEX, and were not utilized, or paid the statutorily provided four (4) hours of pay for a contracted day. See paragraph 64, supra.
- Pursuant to 820 ILCS 175/30(g), Plaintiffs Berenice Jacinto, Lucia Portillo and 111. the class members are entitled to be paid for the statutory minimum of four (4) hours of pay when contracted to work, but not utilized.
- Defendants Ideal and APEX's failure to pay Plaintiffs Berenice Jacinto, Lucia 112. Portillo and the class members for the statutorily provided four (4) hours of pay for a contracted day violated the IDTLSA, 820 ILCS 175/30(g).
- 113. Pursuant to 820 ILCS 175/95(a)(1), Plaintiffs Berenice Jacinto, Lucia Portillo and members of the class are entitled to recover their four (4) hours of pay and an equal amount in liquidated damages from January 1, 2006.
- Plaintiffs Berenice Jacinto and Lucia Portillo represent all current and former 114. employees of Defendants Ideal and Defendant APEX who have not been paid the statutorily provided four (4) hours of pay for a day of contracted work without being utilized.

WHEREFORE, Plaintiffs Berenice Jacinto and Lucia Portillo and the class pray for a judgment against Defendant Ideal and Defendant APEX, as follows:

- A. That the Court determine that this action may be maintained as a class action under 735 ILCS 5/2-801;
- A judgment in the amount of all back wages due as provided by the IDTLSA; B.
- That the Court award Plaintiffs Berenice Jacinto and Lucia Portillo and Class C. Members liquidated damages in an amount equal to the amount of unpaid wages found due for December 7, 2007 pursuant to 820 ILCS 175/95(a)(1);
- D. Reasonable attorneys' fees and costs of this action as provided by the IDTLSA, 820 ILCS 175/95;
- E. A determination of the rights of the parties and a direction to Defendants Ideal and APEX to account for all hours worked and wages paid to the class members during the temporality of the class;
- F. Such other and further relief as this Court deems appropriate and just.

COUNT VIII

Violation of the Illinois Day and Temporary Labor Services Act-Employment Notices (Plaintiffs on their own behalf and on behalf of a class against Defendant Ideal Only)

Plaintiffs incorporate and reallege paragraphs 1 through 114 as though set forth herein.

- This count arises from the violation of the IDTLSA for Defendants Ideal's failure 115. to provide Plaintiffs and similarly situated employees with Employment Notices as required by the IDTLSA.
- Defendants Ideal's employed Plaintiffs and other similarly situated day or 116. temporary laborers from before January 1, 2006.
- In employing Plaintiffs and other similarly situated day or temporary laborers, 117. Defendants Ideal's failed to provide such persons with Employment Notices as required by the IDTLSA. 820 ILCS 175/10.
- Defendants Ideal's failed to provide Plaintiffs and other similarly situated day or 118. temporary laborers with Employment Notices at the time of dispatch to third party clients as required by the IDTLSA. 820 ILCS 175/10.

- 119. Plaintiffs represent all current and former employees of Defendants Ideal's who have not received Employment Notices at the time of dispatch to third party clients since July 17, 2003, through and including the present.
- 120. Defendants Ideal and Deastis violated the IDTLSA by failing to provide to Plaintiffs and Class Members with Employment Notices as required by the IDTLSA 820 ILCS 175/10.

WHEREFORE Plaintiffs and the class pray for a judgment against Defendants Ideal and Deastis, as follows:

- A. That the Court determine that this action may be maintained as a class action under 735 ILCS 5/2-801;
- B. That the Court declare that Defendant Ideal have violated the Employment Notice provision of the IDTLSA. 820 ILCS 175/10;
- C. That the Court enjoin Defendant from violating the IDTLSA;
- D. That the Court award Plaintiffs and Class Members compensatory damages and an amount up to \$500 for the violation of each subpart of each Section of the IDTLSA violated by Defendant;
- E. That Plaintiffs and the Class be awarded reasonable attorneys' fees and costs in bringing this action; and
- F. That the Court award such other and further relief as this Court may deem appropriate.

COUNT IX

Violation of Illinois Day and Temporary Labor Services Act-Wage Payment and Notice (Plaintiffs on their own behalf and on behalf of class against Defendant Ideal Only)

Plaintiffs incorporate and reallege paragraphs 1 through 120 of this Complaint.

121. This count arises from the violation of the IDTLSA for Defendant Ideal's failure to provide Plaintiffs and similarly situated employees with proper Wage Payment and Notices as required by the IDTLSA.

- 122. Defendant Ideal employed Plaintiffs and other similarly situated day or temporary laborers from before January 1, 2006.
- 123. In employing Plaintiffs and other similarly situated day or temporary laborers, Defendant Ideal failed to provide such persons with proper Wage Payment and Notices as required by the IDTLSA. 820 ILCS 175/30.
- 124. Specifically, Defendants Ideal failed to provide Plaintiffs and other similarly situated day or temporary laborers with a detailed itemized statement showing the number of hours worked by the day or temporary laborer at each third party client company each day during the pay period. For example, Plaintiff Ismael Andrade's pay stubs for the pay period ending June 24, 2007, Exhibit A as attached hereto, and Plaintiff Berenice Jacinto's pay stub for the pay period ending April 1, 2007, Exhibit B, as attached hereto.
- 125. In addition, Defendant Ideal failed to provide the name, address and telephone number of each third party client at which the day or temporary laborer worked or, in the alternative, a code which corresponded to such required information and which was made available to Plaintiffs and other similarly situated day or temporary laborers. See, for example, Plaintiff Ismael Andrade's pay stub for the pay period ending June 24, 2007, Exhibit A as attached hereto, and Plaintiff Berenice Jacinto's pay stub for the pay period ending April 1, 2007, Exhibit B, as attached hereto.
- 126. Defendant Ideal failed to provide Plaintiffs and other similarly situated day or temporary laborers with proper Wage Payment and Notices at the time of payment of wages as required by the IDTLSA. 820 ILCS 175/30.

- Plaintiffs represent all current and former employees of Defendant Ideal who have 127. not been provided proper Wage Payment and Notices at the time of payment of wages since January 1, 2006, through and including the present.
- Defendant Ideal violated the IDTLSA by failing to provide to Plaintiffs and Class 128. Members proper Wage Payment and Notices as required by the IDTLSA, 820 ILCS 175/30.

- That the Court determine that this action may be maintained as a class action A. under 735 ILCS 5/2-801;
- That the Court declare that Defendant Ideal violated the Wage Payment and B. Notice provision of the IDTLSA. 820 ILCS 175/30;
- C. That the Court enjoin Defendants Ideal from violating the IDTLSA;
- That the Court award Plaintiffs and Class Members compensatory damages D. and an amount up to \$500 for the violation of each subpart of each Section of the IDTLSA violated by Defendant Ideal;
- E. That Plaintiffs and the Class be awarded reasonable attorneys' fees and costs in bringing this action; and
- F. That the Court award such other and further relief as this Court may deem appropriate.

COUNT X

Violation of the Fair Labor Standards Act - Minimum Wages (Plaintiffs, individually, against all Defendants)

Plaintiffs hereby reallege and incorporate paragraphs 1 through 128 of this Complaint.

- 129. This count arises from Defendants' violation of the FLSA, 29 U.S.C. §201, et seq., for their failure to pay minimum wages to Plaintiffs and the class they represent the minimum wages for all the time they worked.
- Since July 17, 2005, Defendants Ideal, Menzies, Alitalia, and Gate Gourmet have 130. been Plaintiffs' employers as defined by the FLSA.

- 131. During the course of their employment by Defendants, Plaintiffs were not exempt from the minimum wage provisions of the FLSA, 29 U.S.C. §206.
- 132. During the weeks ending November 3, 2007 and November 10, 2007, Plaintiffs were not compensated for all time they worked during those individual work weeks as described in paragraph 59, *supra*, and as a result, their hourly wage fell below the then federally mandated minimum wage.
- 133. The specific dates and locations at which Plaintiffs were not compensated the then federally mandated minimum wage for all time worked are contained in documents which are in the possession of, or are required to be in the possession of, Defendant Ideal and its third party clients pursuant to the IMWL, the FLSA and the IDTLSA.
- 134. Pursuant to 29 U.S.C. § 206, Plaintiffs are entitled to be paid at least the federally mandated minimum wage for all time worked.
- 135. Defendants' failure to pay the minimum wage rate to Plaintiffs violated the minimum wage hour provisions of the FLSA, 29 U.S.C. § 206.
- 136. Defendants willfully violated the FLSA by refusing to pay Plaintiffs wages for all time worked.
- 137. Pursuant to 29 U.S.C. § 255, Plaintiffs are entitled to recover unpaid minimum wages for three years prior to the filing of this suit because Defendants' failure to pay minimum wages was a willful violation of the FLSA, 29 U.S.C. § 206.

- A. A judgment in the amount of unpaid minimum wages for all hours worked by Plaintiff other similarly situated employees;
- B. Liquidated damages in an amount equal to the amount of unpaid wages found to be due and owing;

- C. Reasonable attorneys' fees and costs incurred in filing this action; and
- D. Such other and further relief as this Court deems appropriate and just

COUNT XI

Violation of the Fair Labor Standards Act – Overtime Wages (Plaintiffs Ismael Andrade, Berenice Jacinto, and Jose Hernandez individually only against Defendants Ideal, Menzies, Alitalia, and Gate Gourmet only)

Plaintiffs incorporate and reallege paragraphs 1 through 137 as though set forth herein.

- 138. This count arises from Defendants Ideal, Menzies, Alitalia, and Gate Gourmet's violation of the FLSA, 29 U.S.C. §201, et seq., for their failure to pay overtime wages to Plaintiffs Ismael Andrade, Berenice Jacinto, and Jose Hernandez at a rate of one and one half times their regular hourly rate of pay.
- 139. Since July 17, 2005, Defendants Ideal, Menzies, Alitalia, and Gate Gourmet have been Plaintiffs' employers as defined by the FLSA.
- 140. During the course of their employment by Defendants Ideal, Menzies, Alitalia, and Gate Gourmet, Plaintiffs Ismael Andrade, Berenice Jacinto, and Jose Hernandez were not exempt from the overtime wage provisions of the FLSA, 29 U.S.C. §207.
- 141. Since July 17, 2005, Plaintiffs Ismael Andrade, Jose Hernandez, and Berenice Jacinto were required and/or permitted by Defendants Ideal, Menzies, Alitalia, and Gate Gourmet to work in excess of forty (40) hours in individual workweeks, and Plaintiffs did worked in excess of forty (40) hours in individual workweeks. See paragraph 58, *supra*.
- 142. Pursuant to 29 U.S.C. §207, Plaintiffs Ismael Andrade, Jose Hernandez, and Berenice Jacinto were entitled to be compensated at a rate of one and one-half times her regular hourly rate of pay for all time worked in excess of forty (40) hours in individual workweeks.

- 143. Defendants did not compensate Plaintiffs Ismael Andrade, Jose Hernandez, and Berenice Jacinto at a rate of one and one-half times their regular hourly rate of pay for all time worked in excess of forty (40) hours in that individual work weeks. See paragraph 58, supra.
- 144. Defendants Ideal, Menzies, Alitalia, and Gate Gourmet's failure to pay overtime wages to Plaintiffs Ismael Andrade, Jose Hernandez, and Berenice Jacinto for all time worked in excess of forty (40) hours per week violated the FLSA, 29 U.S.C. § 207.
- 145. Defendants Ideal, Menzies, Alitalia, and Gate Gourmet willfully violated the FLSA by refusing to pay Plaintiffs Ismael Andrade, Jose Hernandez, and Berenice Jacinto overtime wages for all time worked in excess of forty (40) hours per week.
- 146. Plaintiffs Ismael Andrade, Jose Hernandez, and Berenice Jacinto are entitled to recover unpaid wages for up to three years prior to the filing of this suit because Defendant Ideal, Menzies, Alitalia, and Gate Gourmet's failure to pay overtime wages for hours worked in excess of forty (40) hours per week was a willful violation of the FLSA, 29 U.S.C. §207.

WHEREFORE, Plaintiffs Ismael Andrade, Jose Hernandez, and Berenice Jacinto pray for a judgment against Defendants Ideal, Menzies, Alitalia, and Gate Gourmet as follows:

- A. A judgment in the amount of one and one-half times Plaintiffs Ismael Andrade, Jose Hernandez, and Berenice Jacinto's regular rate for all time they worked in excess of forty (40) hours per week;
- B. Liquidated damages in an amount equal to the amount of unpaid overtime compensation found due;
- C. Reasonable attorneys' fees and costs incurred in filing this action; and
- D. Such other and further relief as this Court deems appropriate and just.

Respectfully submitted,

Dated: July 17, 2008

JOHN E. UNTEREKER

CHRISTOPHER J. WILLIAMS
Working Hands Legal Clinic (#44534)
77 W. Washington, Suite 1402
Chicago, Il 60602
(312) 795-9115

Attorneys for Plaintiffs

EXHIBIT A

Earnings Statement

6/18/2007 to 6/24/2007 Pay Period:

6/29/2007 Pay Date:

24444 Check #:

ISMAEL ANDRADE

9916-XX-XXX

Social Security Number:

Marital Status:

Department Number: Employee Number:

05 9.0000 SINGLE

Number Of Allowances:

Rate:

460 W. IRVING PK RD BENSENVILLE, IL 60106

g	Year-To-Date		25.63			
Taxes and Deductions	This Period	42.754	5.03			
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	Year	3260.50				
Hours and Earnings	T SID	360.00				
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IDEAL STAFFING SOLUTIONS INC 170 NORTH PINE LANE BENSENVILLE, IL 60106

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ISMAEL ANDRADE 460 W. IRVING PK RD BENSENVILLE, IL 60106

283.50

to 6/24/2007 **Earnings Statement**

6/18/2007 6/29/2007 24445

Pay Period: Pay Date: Check #:

IDEAL STAFFING SOLUTIONS INC 170 NORTH PINE LANE BENSENVILLE, IL 60106

0780 Department Number: Employee Number:

9916-XX-XXX SINGLE Social Security Number: Marital Status:

02 Number Of Allowances: Rate:

7.0000

Description REGLAR

25.63 249.43 Year-To-Date Taxes and Deductions his Period Description IL ST FICA

10.00 E - C 3260.50 Year-To-Date Hours and Earnings This Period 7.00 Hours

	Net Pay This Period	\$55.25	
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Gross Pay Year To Date		\$3,260.50	

A36

EXHIBIT B

315.95 30.87

Year-To-Date

27.54

Taxes and Deductions

This Period

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399.65

2.72

©2001 Automatic Data Processing.

EASYPAY

Earnings Statement

Pay Date: 4/06/2007 to

Check #: 23162

Pay Period: 3/26/2007 to 4/01/2007

IDEAL STAFFING SOLUTIONS INC 170 NORTH PINE LANE BENSENVILLE, IL 60106 BERNICE JACINTO 1066 IRVING PARK RD BENSENVILLE, IL 60106

> XXX-XX-9087 MARRIED

Social Security Number:

Marital Status:

Employee Number: Department Number: Number Of Allowances:

Rate:

0703

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Hours and Earnings	This Period		360.00			
	Hour					
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	Mark	Net Pay This Period	\$361.06
	Total Deductions This Period		-90.1\$
	Gross Pay This Period	\$360.00	
Gross Pay Year To Date		94,130.10	

EAR HERE

A36



Earnings Statement

₽ 3/26/2007 Pay Period:

4/01/2007

4/06/2007 Pay Date:

23163 Check #: BERNICE JACINTO 1066 IRVING PARK RD BENSENVILLE, IL 60106

XXX-XX-9087 MARRIED 07 9.0000

Social Security Number:

Marital Status:

Department Number: Employee Number:

Number Of Allowances: Rate:

Year-To-Date 55	Year-To-Date 4022.10 FIL 108.00 IL	Taxes and Deductions	cription	ST 315.95 ST 30.87 C 31.49 - 399.65	
<u> ii</u>	This Period	<u> </u>	=		

		od Not Pay This Period		\$174 07
		otal Deductions This Period		-89.61\$
	Gmen D. Ti.	Total Deductions This Period	\$156.25	70.17.
r	Gross Pay Year To Date		\$4,130.10	

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IDEAL STAFFING SOLUTIONS INC 170 NORTH PINE LANE BENSENVILLE, IL 60106

EXHIBIT C

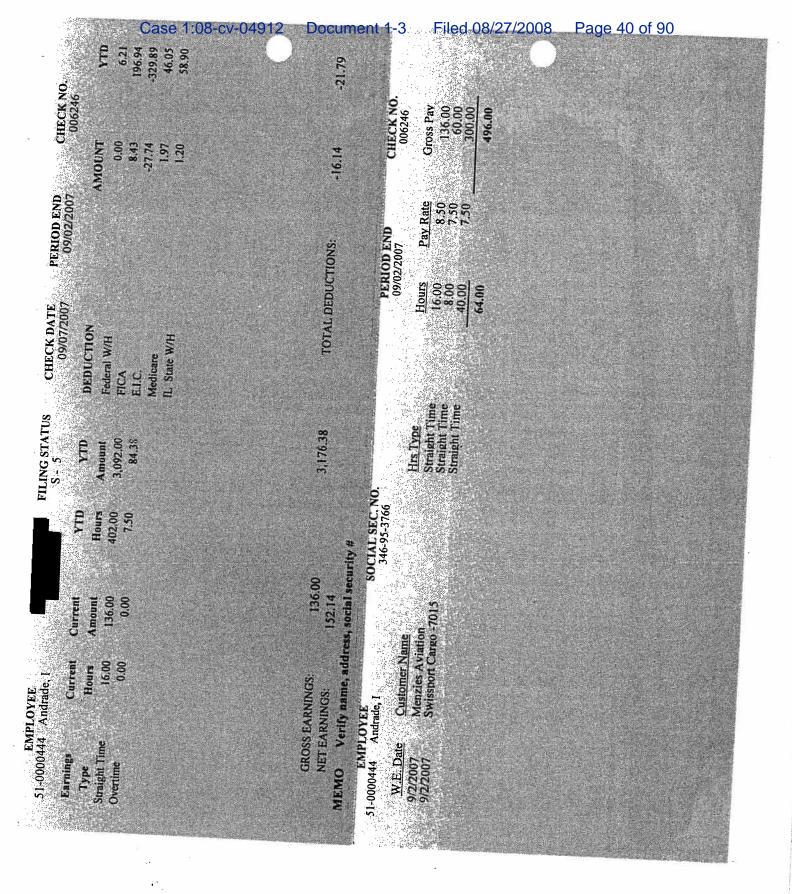


EXHIBIT D

51-00	MEMO O	51-0000612 Earnings Type Straight Time Overtime
EMPLOYEE 51-0000612 Hernand W.E. Date 10728/2007 No. 10728/2007 So		EMPLOYI 512 Hemi
z, J vissom vissom	UNINGS: NGS:	
	OSS EARNINGS: 51.00 TEARNINGS: 46.15 Verify name, address, social security #	SOCIAL SEC. NO. Current Hours 51.00 0.00 20.00
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CHECK NO. 007434 Gross Pay 51,00 320,00 371,00		HECK NO. 007434
	884.06	YIID 186.46 416.57 97.42 183.61

EXHIBIT D

2120 - Served 2220 - Not Served 2320 - Served By Mail 2121 - Served 2221 - Not Served 2321 - Served By Mail 2421 - Served By Public



2420 - S SUMMO	erved By Publication NS	2421 - Served By Publication ALIAS - SUMMONS	CCG N001-10M-1-07-05 (
	IN COUNT	THE CIRCUIT COURT OF CO	OK COUNTY, ILLINOISDIVISION
	Name all parties) no Andrade et al.		
	•	v.	No. 08 CH 25610
Ideal Star	ffing Solutions, Inc. et	tal.	JD Norman Industries, Inc. c/o Reg. Agent Justin D. Norman 787 Belden Avenue Addison, IL 60101
		SUMMON	•
To each D	efendant:		•
Y(hereto atta following l	ached, or otherwise file	D and required to file an answ your appearance, and pay the re	er to the complaint in this case, a copy of which is quired fee, in the Office of the Clerk of this Court at the
d	Richard J. Daley Cen	ter, 50 W. Washington, Room 802	, Chicago, Illinois 60602
_	District 2 - Skokie 5600 Old Orchard Rd Skokie, IL 60077	District 3 - Rolling M 2121 Euclid Rolling Meadows, IL	1500 Maybrook Ave.
	District 5 - Bridgeview 10220 S. 76th Ave. Bridgeview, IL 60455	16501 S. Kedzie Pkw	
IF YOU F	file within 30 days after AIL TO DO SO, A JU ED IN THE COMPI	r service of this Summons, not co DGMENT BY DEFAULT MAY LAINT.	unting the day of service. BE ENTERED AGAINST YOU FOR THE RELIEF
Γο the offic	cer:		
endorseme	nt of service and fees,	returned by the officer or oth, if any, immediately after servi mmons may not be served later t	ner person to whom it was given for service, with ice. If service cannot be made, this Summons shall han 30 days after its date.
	14524		WITNESS, JUL 22 2009
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tty. for: P		ig riands Legal Clinic	DOROTHY BRUNN
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IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS COUNTY DEPARTMENT, CHANCERY DIVISION

MARCELINO ANDRADE, BERENICE JAMINTOI OF COOL AMERICA GARCIA, ORALIA PALACIOS, MRGUEIV.)
RUBIO, ISMAEL ANDRADE, JOSE HERNANDEZ. CLEAR LUCIA PORTILLO, RENE CORDOBA, and)
FRANCISCO MEDINA, on behalf of themselves and all other persons similarly situated, known and unknown,)

Plaintiffs,

v.

IDEAL STAFFING SOLUTIONS, INC., UAL, INC., ALITALIA AIRLINES, SINGAPORE AIRLINES, GATE GOURMET, INC., AIR MENZIES INTERNATIONAL (USA), INC., SWISSPORT CARGO SERVICES, INC., APEX PLASTIC FINISHING COMPANY, JD NORMAN INDUSTRIES, INC. and DIEGO DEASTIS, individually.

Defendants.

Case No.

08CH25610

COMPLAINT

Plaintiffs Marcelino Andrade, America Garcia, Berenice Jacinto, Oralia Palacios, Miguel Rubio, Ismael Andrade, Jose Hernandez, Lucia Portillo, Rene Cordoba, and Francisco Medina, on behalf of themselves and other similarly situated employees, known and unknown, through their attorneys, for their Complaint against Defendants Ideal Staffing Solutions, Inc. ("Ideal"), UAL, Inc. ("United"), Alitalia Airlines ("Alitalia"), Singapore Airlines ("Singapore"), Gate Gourmet, Inc. ("Gate Gourmet"), Air Menzies International(USA), Inc. ("Menzies"), Swissport Cargo Services, Inc. ("Swissport"), APEX Plastic Finishing Company ("APEX"), JD Norman Industries, Inc. ("JD Norman"), and Diego Deastis ("Deastis"), individually, (collectively "Defendants"), state as follows:

I. INTRODUCTION

1. Plaintiffs are low-wage workers who were hired by a temporary staffing agency, Ideal, to work at eight different client companies located at or near O'Hare International Airport, including United, Alitalia, Singapore Airlines, Gate Gourmet, Menzies, and Swissport. Plaintiffs make a claim for unpaid overtime and other earned wages on behalf of themselves and a class of similarly situated employees. Plaintiffs and the class seek recovery of their owed wages from Ideal and Ideal's client companies jointly in that all benefited from the illegal schemes used to deny Plaintiffs and the class their earned wages thereby reducing labor costs. Plaintiffs also seek recovery for Defendants' violation of protections specifically guaranteed to day laborers by Illinois law.

II. NATURE OF PLAINTIFFS' CLAIMS

2. This lawsuit arises under the Illinois Minimum Wage Law, 820 ILCS 105/1 et seq. ("IMWL"), the Illinois Wage Payment and Collection Act, 820 ILCS 115/1 et seq. ("IWPCA"), and the Illinois Day and Temporary Labor Services Act, 820 ILCS 115/1 et seq. ("IDTLSA"), for: 1) Defendants Ideal, Deastis, Menzies, Alitalia, and Gate Gourmet's failure to pay overtime wages to Plaintiffs Ismael Andrade, Jose Hernandez, Berenice Jacinto, and other similarly situated employees in violation of the IMWL and the IDTLSA; 2) all Defendants' failure to pay minimum wages to Plaintiffs and other similarly situated employees in violation of the IMWL and IDTLSA; 3) all Defendants' failure to pay all earned wages to Plaintiffs and other similarly situated employees in violation of the IWPCA and the IDTLSA; 4) Defendant Ideal's failure to compensate Plaintiffs Berenice Jacinto, Lucia Portillo and similarly situated employees for a minimum of four (4) hours on days when they were contracted to work, but were not utilized as required by the IDTLSA; 5) Defendant Ideal's failure to provide Plaintiffs and

similarly situated employees with Employment Notices as required by the IDTLSA; 6) Defendant Ideal's failure to provide Plaintiffs and similarly situated employees with proper Wage Payment and Notices as required by the IDTLSA. Plaintiffs bring this lawsuit as a class action, under Illinois Code of Civil Procedure 735 ILCS 5/2-801 et seq., seeking damages and other equitable relief under the IMWL, the IWPCA and the IDTLSA on behalf of Plaintiffs and all other similarly situated employees of Defendants. Plaintiffs Ismael Andrade, Jose Hernandez, and Berenice Jacinto also bring individual claims under the Fair Labor Standards Act, 29 U.S.C. §201 et seq. ("FLSA") for Defendants Ideal, Deastis, Menzies, Alitalia, and Gate Gourmet's failure to pay federally mandated minimum wages and overtime wages.

3. The "IMWL Class Period" for the IMWL overtime and minimum wage claims is designated as the period beginning July 17, 2005 based on the limitations period of the IMWL. The "IWPCA Class Period" for the IWPCA claim is designated as the period beginning July 17, 2003 based on the limitations period of the IWPCA. The "IDTLSA Class Period" for the IDTLSA claims is designated as the period beginning January 1, 2006, the effective date of the IDTLSA, to the present, based upon Plaintiffs' allegations that the violations of the IDTLSA, as described more fully below, have been ongoing since that time.

III. JURISDICTION

4. Jurisdiction in this Court is proper pursuant to 735 ILCS 5/2-209(a)(1) because Defendants committed the violations of the IMWL, the IWPCA and the IDTLSA complained of herein in Illinois and, pursuant to 735 ILCS 5/2-209(b)(4), because Defendants conduct and transact business from and within the state of Illinois.

IV. VENUE

5. Venue is proper in this judicial district pursuant to 735 ILCS 5/2-101 in that Plaintiffs and other members of the Class performed work for Defendants within Cook County, Illinois, a substantial number of the acts complained of herein occurred within Cook County, Illinois, and Defendants have maintained offices and transacted business during the Class Period within Cook County, Illinois.

V. PARTIES

A. Plaintiffs

- 6. At all relevant times, Plaintiff Marcelino Andrade has been an "employee" of Defendant Ideal, as that term is defined by the IMWL, IWPCA, and the FLSA, and has been employed by Defendant Ideal as a "day or temporary laborer" as that term is defined by the IDTLSA, 820 ILCS 175/5, and has been leased by Defendant Ideal to work as a day or temporary laborer at various third party client companies, including Swissport and Alitalia.
- 7. At all relevant times, Plaintiff America Garcia has been an "employee" of Defendant Ideal, as that term is defined by the IMWL, IWPCA, and the FLSA, and has been employed by Defendant Ideal as a "day or temporary laborer" as that term is defined by the IDTLSA, 820 ILCS 175/5, and has been leased by Defendant Ideal to work as a day or temporary laborer at various third party client companies, including JD Norman and APEX.
- 8. At all relevant times, Plaintiff Berenice Jacinto has been an "employee" of Defendant Ideal, as that term is defined by the IMWL, IWPCA, and the FLSA, and has been employed by Defendant Ideal as a "day or temporary laborer" as that term is defined by the IDTLSA, 820 ILCS 175/5, and has been leased by Defendant Ideal to work as a day or temporary laborer at various third party client companies, including APEX and Gate Gourmet.

- 9. At all relevant times, Plaintiff Oralia Palacios has been an "employee" of Defendant Ideal, as that term is defined by the IMWL, IWPCA, and the FLSA, and has been employed by Defendant Ideal as a "day or temporary laborer" as that term is defined by the IDTLSA, 820 ILCS 175/5, and has been leased by Defendant Ideal to work as a day or temporary laborer at various third party client companies, including JD Norman.
- 10. At all relevant times, Plaintiff Miguel Rubio has been an "employee" of Defendant Ideal, as that term is defined by the IMWL, IWPCA, and the FLSA, and has been employed by Defendant Ideal as a "day or temporary laborer" as that term is defined by the IDTLSA, 820 ILCS 175/5, and has been leased by Defendant Ideal to work as a day or temporary laborer at various third party client companies, including Menzies.
- 11. At all relevant times, Plaintiff Ismael Andrade has been an "employee" of Defendant Ideal, as that term is defined by the IMWL, IWPCA, and the FLSA, and has been employed by Defendant Ideal as a "day or temporary laborer" as that term is defined by the IDTLSA, 820 ILCS 175/5, and has been leased by Defendant Ideal to work as a day or temporary laborer at various third party client companies, including Menzies and Alitalia.
- 12. At all relevant times, Plaintiff Jose Hernandez has been an "employee" of Defendant Ideal, as that term is defined by the IMWL, IWPCA, and the FLSA, and has been employed by Defendant Ideal as a "day or temporary laborer" as that term is defined by the IDTLSA, 820 ILCS 175/5, and has been leased by Defendant Ideal to work as a day or temporary laborer at various third party client companies, including Menzies and Alitalia.
- 13. At all relevant times, Plaintiff Lucia Portillo has been an "employee" of Defendant Ideal, as that term is defined by the IMWL, IWPCA, and the FLSA, and has been employed by Defendant Ideal as a "day or temporary laborer" as that term is defined by the

IDTLSA, 820 ILCS 175/5, and has been leased by Defendant Ideal to work as a day or temporary laborer at various third party client companies, including APEX.

- 14. At all relevant times, Plaintiff Rene Cordoba has been an "employee" of Defendant Ideal, as that term is defined by the IMWL, IWPCA, and the FLSA, and has been employed by Defendant Ideal as a "day or temporary laborer" as that term is defined by the IDTLSA, 820 ILCS 175/5, and has been leased by Defendant Ideal to work as a day or temporary laborer at various third party client companies, including Swissport and Alitalia.
- 15. At all relevant times, Plaintiff Francisco Medina has been an "employee" of Defendant Ideal, as that term is defined by the IMWL, IWPCA, and the FLSA, and has been employed by Defendant Ideal as a "day or temporary laborer" as that term is defined by the IDTLSA, 820 ILCS 175/5, and has been leased by Defendant Ideal to work as a day or temporary laborer at various third party client companies, including United and Swissport.

B. <u>Defendants</u>

- 16. Defendant Ideal is an Illinois corporation doing business in Illinois. Defendant Ideal is day and temporary service agency located in Illinois.
- 17. Defendant Ideal is or has been Plaintiffs' "employer" as that term is defined by the IDTLSA, the IMWL, the IWPCA, and the FLSA.
- 18. Since January 1, 2006, Defendant Ideal has been engaged in the business of employing day or temporary laborers to provide services, for a fee, to third party clients pursuant to contracts between itself and third party clients.
- 19. Since January 1, 2006, Defendant Ideal has been "a day and temporary labor service agency" as defined by the IDTLSA. 820 ILCS 175/5.

- 20. Defendant Deastis is a principal officer of Ideal Staffing Solutions, Inc., and involved in the day-to-day business operations of Ideal. Among other things, Defendant Deastis has the authority to hire and fire employees, to direct and supervise the work of the employees, sign on the checking accounts, including payroll accounts, and participate in decisions regarding employee compensation and capital expenditures.
- 21. Defendant Deastis is an "employer" as defined by the IMWL, 820 ILCS 105/3(c), IWPCA, 820 ILCS 115/1 et seq., and FLSA, 29 U.S.C. §203(d).
 - 22. Defendant Deastis resides in this judicial district.
- 23. Defendant United is a foreign corporation and does business within the State of Illinois.
- 24. Since July 17, 2003, Defendant United has been an employer as defined by the IMWL, 820 ILCS 105/3(c), IWPCA, 820 ILCS 115/1 et seq., and FLSA, 29 U.S.C. §203(d).
- 25. Since January 1, 2006, Defendant United has contracted with Ideal in order to obtain day or temporary laborers.
- 26. Since January 1, 2006, Defendant United has been a "third party client" of Ideal as that term is defined by the IDTLSA. 820 ILCS 105/5.
- 27. Defendant Alitalia is a foreign corporation and does business within the State of Illinois.
- 28. Since July 17, 2003, Defendant Alitalia has been an employer as defined by the IMWL, 820 ILCS 105/3(c), IWPCA, 820 ILCS 115/1 et seq., and FLSA, 29 U.S.C. §203(d).
- 29. Since January 1, 2006, Defendant Alitalia has contracted with Ideal in order to obtain day or temporary laborers.

- 30. Since January 1, 2006, Defendant Alitalia has been a "third party client" of Ideal as that term is defined by the IDTLSA. 820 ILCS 105/5.
- 31. Defendant Singapore is a foreign corporation and does business within the State of Illinois.
- 32. Since July 17, 2003, Defendant Singapore has been an employer as defined by the IMWL, 820 ILCS 105/3(c), IWPCA, 820 ILCS 115/1 et seq., and FLSA, 29 U.S.C. §203(d).
- 33. Since January 1, 2006, Defendant Singapore has contracted with Ideal in order to obtain day or temporary laborers.
- 34. Since January 1, 2006, Defendant Singapore has been a "third party client" of Ideal as that term is defined by the IDTLSA. 820 ILCS 105/5.
- 35. Defendant Gate Gourmet is a foreign corporation and does business within the State of Illinois.
- 36. Since July 17, 2003, Defendant Gate Gourmet has been an employer as defined by the IMWL, 820 ILCS 105/3(c), IWPCA, 820 ILCS 115/1 et seq., and FLSA, 29 U.S.C. §203(d).
- 37. Since January 1, 2006, Defendant Gate Gourmet has contracted with Ideal in order to obtain day or temporary laborers.
- 38. Since January 1, 2006, Defendant Gate Gourmet has been a "third party client" of Ideal as that term is defined by the IDTLSA. 820 ILCS 105/5.
- 39. Defendant Menzies is a foreign corporation and does business within the State of Illinois.
- 40. Since July 17, 2003, Defendant Menzies has been an employer as defined by the IMWL, 820 ILCS 105/3(c), IWPCA, 820 ILCS 115/1 et seq., and FLSA, 29 U.S.C. §203(d).

- 41. Since January 1, 2006, Defendant Menzies has contracted with Ideal in order to obtain day or temporary laborers.
- 42. Since January 1, 2006, Defendant Menzies has been a "third party client" of Ideal as that term is defined by the IDTLSA. 820 ILCS 105/5.
- 43. Defendant Swissport is a foreign corporation and does business within the State of Illinois.
- 44. Since July 17, 2003, Defendant Swissport has been an employer as defined by the IMWL, 820 ILCS 105/3(c), IWPCA, 820 ILCS 115/1 et seq., and FLSA, 29 U.S.C. §203(d).
- 45. Since January 1, 2006, Defendant Swissport has contracted with Ideal in order to obtain day or temporary laborers.
- 46. Since January 1, 2006, Defendant Swissport has been a "third party client" of Ideal as that term is defined by the IDTLSA. 820 ILCS 105/5.
- 47. Defendant APEX is incorporated under the laws of Illinois and does business within the State of Illinois.
- 48. Since July 17, 2003, Defendant APEX has been an employer as defined by the IMWL, 820 ILCS 105/3(c), IWPCA, 820 ILCS 115/1 et seq., and FLSA, 29 U.S.C. §203(d).
- 49. Since January 1, 2006, Defendant APEX has contracted with Ideal in order to obtain day or temporary laborers.
- 50. Since January 1, 2006, Defendant APEX has been a "third party client" of Ideal as that term is defined by the IDTLSA. 820 ILCS 105/5.
- 51. Defendant JD Norman is incorporated under the laws of Illinois and does business within the State of Illinois.

- 52. Since July 17, 2003, Defendant JD Norman has been an employer as defined by the IMWL, 820 ILCS 105/3(c), IWPCA, 820 ILCS 115/1 et seq., and FLSA, 29 U.S.C. §203(d).
- 53. Since January 1, 2006, Defendant JD Norman has contracted with Ideal in order to obtain day or temporary laborers.
- 54. Since January 1, 2006, Defendant JD Norman has been a "third party client" of Ideal as that term is defined by the IDTLSA. 820 ILCS 105/5.

VI. FACTUAL BACKGROUND

- 55. Plaintiffs and other day and temporary laborers have worked for Defendant Ideal at one of its Illinois branch offices in one or more individual work weeks since July 17, 2003.
- 56. Defendant Ideal operates, and at all times during the Class Periods, has done business in Cook County and elsewhere within Illinois.
- 57. Defendants United, Alitalia, Singapore, Gate Gourmet, Menzies, Swissport, APEX, and JD Norman operate, and at all times during the Class Periods, have done business in Cook County and elsewhere within Illinois.
- 58. Since July 17, 2005, Defendant Ideal has failed to pay Plaintiffs Ismael Andrade, Jose Hernandez, Berenice Jacinto and other Class Members at the rate of one and one-half times their regular rate of pay for all time worked over forty (40) hours in a single work week in violation of the IMWL. For example:
 - a. In one scheme, Defendant Ideal and Gate Gourmet denied Plaintiff Ismael Andrade, Berenice Jacinto and other class members their earned overtime pay by "splitting" their weekly compensation between multiple paychecks so that no individual paycheck identified employees as having worked more than forty (40) hours in an individual work week. For example, see Exhibit A, attached hereto, showing Defendant Ideal issued Plaintiff Ismael Andrade two paychecks for the work he performed in the work week ending June 24, 2007, one check (#24444) compensating him for 40 hours of work at his regular rate of pay and the other check (#24445) compensating him for an additional 7 hours of work at his regular rate of

pay, or a total of 47 hours all paid at Plaintiff Ismael Andrade's regular rate of pay.

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- b. For example, see Exhibit B, attached hereto, showing Defendant Ideal issued Plaintiff Berenice Jacinto two paychecks for the work she performed in the work week ending April 1, 2007 at Gate Gourmet, one check (#23162) compensating her for 40 hours of work at her regular rate of pay and the other check (#23163) compensating her for an additional 17.15 hours of work at her regular rate of pay, or a total of 57.15 hours all paid at Plaintiff Berenice Jacinto's regular rate of pay.
- c. In another scheme, Defendant Ideal, Menzies, and Alitalia denied Plaintiffs Ismael Andrade, Jose Hernandez, and other class members their earned overtime pay by paying them for all hours worked, including time worked over forty (40) hours in individual work weeks, with one check, however at their "straight-time" hourly rate of pay. For example, see Exhibit C, attached hereto, showing Defendant Ideal compensated Plaintiff Ismael Andrade for sixty-four (64) hours for the work he performed in the work week ending September 2, 2007 at his regular rate of pay. Plaintiff Ismael Andrade was not compensated at one and one-half times his regular rate of pay for all time worked in excess of forty (40) hours for that work week.
- d. For example, see Exhibit D, attached hereto, showing Defendant Ideal compensated Plaintiff Jose Hernandez for forty-six (46) hours for the work he performed in the work week ending October 28, 2007 at his regular rate of pay. Plaintiff Jose Hernandez was not compensated at one and one-half times his regular rate of pay for all time worked in excess of forty (40) hours for that work week.
- 59. Since July 17, 2005, Defendants have failed to pay Plaintiffs and other Class Members for all time they worked, which caused their hourly wage rate to fall below the statemandated minimum wage rate in violation of the IMWL and FLSA. For example:
 - a. Defendants Ideal, Swissport, and Alitalia also failed to pay Plaintiff Marcelino Andrade for all time he worked in the work weeks ending November 4, 2007 and November 11, 2007. Defendants Ideal, Swissport, and Alitalia's failure to compensate Plaintiff Marcelino Andrade for all time he worked resulted in payment of less than the state and federal mandated minimum wages.
 - b. Defendants Ideal and JD Norman also failed to pay Plaintiff America Garcia for all time she worked in the work weeks ending November 4, 2007 and November 11, 2007. Defendants Ideal and JD Norman's failure

- to compensate Plaintiff Marcelino Andrade for all time she worked resulted in payment of less than the state and federal mandated minimum wages.
- c. Defendants Ideal and APEX also failed to pay Plaintiff Berenice Jacinto for all time she worked in the work weeks ending November 4, 2007 and November 11, 2007. Defendants Ideal and APEX's failure to compensate Plaintiff Berenice Jacinto for all time she worked resulted in payment of less than the state and federal mandated minimum wages.
- d. Defendants Ideal and JD Norman also failed to pay Plaintiff Oralia Palacios for all time she worked in the work weeks ending November 4, 2007 and November 11, 2007. Defendants Ideal and JD Norman's failure to compensate Plaintiff Oralia Palacios for all time she worked resulted in payment of less than the state and federal mandated minimum wages.
- e. Defendants Ideal and Menzies also failed to pay Plaintiff Miguel Rubio for all time he worked in the work weeks ending November 4, 2007 and November 11, 2007. Defendants Ideal and Menzies 's failure to compensate Plaintiff Miguel Rubio for all time he worked resulted in payment of less than the state and federal mandated minimum wages.
- f. Defendants Ideal and APEX also failed to pay Plaintiff Lucia Portillo for all time she worked in the work weeks ending November 4, 2007 and November 11, 2007. Defendants Ideal and APEX's failure to compensate Plaintiff Lucia Portillo for all time she worked resulted in payment of less than the state and federal mandated minimum wages.
- g. Defendants Ideal, Menzies, and Alitalia also failed to pay Plaintiff Ismael Andrade for all time he worked in the work weeks ending November 4, 2007 and November 11, 2007. Defendants Ideal, Menzies, and Alitalia's failure to compensate Plaintiff Ismael Andrade for all time he worked resulted in payment of less than the state and federal mandated minimum wages.
- h. Defendants Ideal, Menzies, and Alitalia also failed to pay Plaintiff Jose Hernandez for all time he worked in the work weeks ending November 4, 2007 and November 11, 2007. Defendants Ideal, Menzies, and Alitalia's failure to compensate Plaintiff Jose Hernandez for all time he worked resulted in payment of less than the state and federal mandated minimum wages.
- i. Defendants Ideal, Swissport, and Singapore also failed to pay Plaintiff Rene Cordoba for all time he worked in the work weeks ending November 4, 2007 and November 11, 2007. Defendants Ideal, Swissport, and Singapore's failure to compensate Plaintiff Rene Cordoba for all time he

- worked resulted in payment of less than the state and federal mandated minimum wages.
- j. Defendants Ideal and United also failed to pay Plaintiff Francisco Medina for all time he worked in the work weeks ending November 4, 2007 and November 11, 2007. Defendants Ideal and United's failure to compensate Plaintiff Francisco Medina for all time he worked resulted in payment of less than the state and federal mandated minimum wages.
- 60. Since July 17, 2003, all Defendants have failed to pay Plaintiffs and other class members for all time worked at the rate agreed to by the parties in violation of the IWPCA. For example:
 - a. Defendants Ideal, Swissport, and Alitalia failed to pay Plaintiff Marcelino Andrade for all time he worked in the work weeks ending November 4, 2007 and November 11, 2007.
 - b. Defendants Ideal and JD Norman also failed to pay Plaintiff America Garcia for all time she worked in the work weeks ending November 4, 2007 and November 11, 2007.
 - c. Defendants Ideal and APEX also failed to pay Plaintiff Berenice Jacinto for all time she worked in the work weeks ending November 4, 2007 and November 11, 2007.
 - d. Defendants Ideal and JD Norman also failed to pay Plaintiff Oralia Palacios for all time she worked in the work weeks ending November 4, 2007 and November 11, 2007.
 - e. Defendants Ideal and Menzies also failed to pay Plaintiff Miguel Rubio for all time he worked in the work weeks ending November 4, 2007 and November 11, 2007.
 - f. Defendants Ideal and APEX also failed to pay Plaintiff Lucia Portillo for all time she worked in the work weeks ending November 4, 2007 and November 11, 2007.
 - g. Defendants Ideal, Menzies, and Alitalia also failed to pay Plaintiff Ismael Andrade for all time he worked in the work weeks ending November 4, 2007 and November 11, 2007.
 - h. Defendants Ideal, Menzies, and Alitalia also failed to pay Plaintiff Jose Hernandez for all time he worked in the work weeks ending November 4, 2007 and November 11, 2007.

- i. Defendants Ideal, Swissport, and Singapore also failed to pay Plaintiff Rene Cordoba for all time he worked in the work weeks ending November 4, 2007 and November 11, 2007.
- j. Defendants Ideal and United also failed to pay Plaintiff Francisco Medina for all time he worked in the work weeks ending November 4, 2007 and November 11, 2007.
- 61. Since January 1, 2006, Defendant Ideal has failed to provide Plaintiffs and other Class Members an "Employment Notice" at the time of dispatch to third party clients in the form of a statement containing the following items on a form approved by the Illinois Department of Labor:
 - a. the name of the day or temporary laborer;
 - b. the name and nature of the work to be performed;
 - c. the wages offered;
 - d. the name and address of the destination of each day and temporary laborer;
 - e. terms of transportation; and
 - f. whether a meal or equipment, or both, are provided, either by the day and temporary labor service agency or the third party client, and the cost of the meal and equipment, if any.
- 62. Since January 1, 2006, Defendant Ideal has likewise failed to provide Plaintiffs and other Class Members with a proper Wage Payment and Notice at the time of payment of wages in the form of an itemized statement, on the day or temporary laborers' pay stub or on a form approved by the Illinois Department of Labor, containing the total number of hours worked by the day or temporary laborer at each third party client each day during the pay period. As an example, see Exhibits B and C attached hereto.

- 63. Since January 1, 2006, Defendant Ideal and APEX has likewise failed to compensate Plaintiffs Berenice Jacinto, Lucia Portillo, and other class members and other Class Members for a minimum of four (4) hours of pay in accordance with 820 ILCS 175/30(g). For example, Plaintiffs Berenice Jacinto, Lucia Portillo, and other class members were contracted by Defendant Ideal to work on December 7, 2007 at Defendant APEX, however they were not utilized. Plaintiffs Berenice Jacinto, Lucia Portillo, and other class members were not paid their agreed upon rate of pay for the statutorily provided four (4) hours.
- 64. Defendant Ideal's failure to provide Plaintiffs and other Class Members with the required Employment Notice (820 ILCS 175/10) and Wage Payment and Notice (820 ILCS 175/30), and Plaintiffs Berenice Jacinto, Lucia Portillo, and other class members with four (4) hours of pay for contracted time not utilized (820 ILCS 175/30(g)) denied Plaintiffs and other Class Members certain information related to their employment which the Illinois legislature has determined is critical to protect the rights of day or temporary laborers. Such at-risk workers are particularly vulnerable to abuse of their labor rights, including unpaid wages, failure to pay for all hours worked, minimum wage and overtime violations, and unlawful deduction from pay for meals, transportation, equipment and other items. 820 ILCS 175/2.

VII. CLASS ACTION ALLEGATIONS

- 65. Plaintiffs bring this action, on behalf of themselves and all other similarly situated persons, as a class action pursuant to the Illinois Code of Civil Procedure, 735 ILCS 5/2-801.
- 66. The Class that Plaintiffs seek to represent in regard to the IMWL overtime and minimum wage claims is composed of and defined as all persons who have been employed by Defendant Ideal as day or temporary laborers since July 17, 2005. The Class that Plaintiffs seek to represent in regard to the IWPCA claim is composed of and defined as all persons who have

been employed by Defendant Ideal as day or temporary laborers since July 17, 2003. The Class that Plaintiffs seek to represent in regard to the IDTLSA claims is composed of and defined as all persons who have been employed by Defendant Ideal as day or temporary laborers since January 1, 2006.

- 67. This action has been brought and may properly be maintained as a class action under 735 ILCS 5/2-801 because:
 - a. The class is so numerous that joinder of all members is impracticable. While the precise number of Class Members has not been determined at this time, Plaintiffs are informed and believe that Defendant Ideal has employed thousands of persons as day or temporary laborers in Illinois during the IMWL and IWPCA Class Periods and thousands of persons as day or temporary laborers in Illinois during the IDTLSA Class period.
 - b. There are questions of fact or law common to the class, which common questions predominate over any questions affecting only individual members. These common questions of law and fact include, without limitation:
 - i. Whether Defendants Ideal, Deastis, Menzies, Alitalia, and Gate Gourmet failed to pay day or temporary laborers overtime wages for all time worked over forty (40) hours in individual work weeks during the IMWL Class Period;
 - ii. Whether Defendants failed to pay day or temporary laborers the Illinois mandated-minimum wages for all time worked in individual work weeks during the IMWL Class Period;
 - iii. Whether Defendants failed to pay day or temporary laborers all earned wages at the rate agreed to by the parties for all time worked in individual work weeks during the IWPCA Class Period;
 - iv. Whether Defendant Ideal failed to provide day or temporary laborers with Employment Notice as required by 820 ILCS 175/10;
 - v. Whether Defendant Ideal failed to provide day or temporary laborers with Wage Payment and Notice as required by 820 ILCS 175/30;
 - vi. Whether Defendants Ideal and APEX failed to provide day or temporary laborers with the minimum four (4) hours of compensation when contracted to work and not utilized as required by 820 ILCS 175/30(g);

- c. Plaintiffs will fairly and adequately represent and protect the interests of the Class Members. Plaintiffs' Counsel is competent and experienced in litigating large wage and hour and other employment class actions.
- d. The class action is an appropriate method for the fair and efficient adjudication of the controversy. Certification of this case as a class action will allow those similarly situated persons to litigate their claims in the manner that is most efficient and economical for the parties and the judicial system. Certifying this case as a class action is superior because Plaintiffs and the class seek injunctive relief that will affect all class members in a common way. Furthermore, those class members still employed by Defendant Ideal may be reluctant to raise individual claims for fear of retaliation.

COUNT I

Violation of the Illinois Minimum Wage Law-Overtime Wages
(Plaintiffs Ismael Andrade, Jose Hernandez, and Berenice Jacinto on their own behalf and
on behalf of a class against Defendants Ideal, Deastis, Menzies, Alitalia, and Gate Gourmet
Only)

Plaintiffs incorporate and reallege paragraphs 1 through 67 as though set forth herein.

- 68. This count arises from the violation of the IMWL for Defendants Ideal, Deastis, Menzies, Alitalia, and Gate Gourmet's failure to pay Plaintiffs Ismael Andrade, Berenice Jacinto, Jose Hernandez and the class that they represent all their earned overtime pay for time worked in excess of forty (40) hours in individual workweeks.
- 69. Since July 17, 2005, Plaintiffs Ismael Andrade, Berenice Jacinto, Jose Hernandez were required and/or permitted by Defendants Ideal, Deastis, Menzies, Alitalia, and Gate Gourmet and its third party clients to work in excess of forty (40) hours in individual workweeks, and Plaintiffs Ismael Andrade, Berenice Jacinto, Jose Hernandez did work in excess of (40) hours in individual work weeks. See paragraph 58, *supra*.
- 70. Since July 17, 2005, other similarly situated employees were directed by Defendants Ideal, Menzies, Alitalia, and Gate Gourmet to work and did work in excess of forty (40) hours in certain individual workweeks. The specific dates and locations at which Plaintiffs Ismael Andrade, Jose Hernandez, Berenice Jacinto, and other similar situated employees of Defendants were not compensated for all time worked in excess of forty (40) hours are contained in documents which are in the possession of, or are required to be in the possession of,

Defendants Ideal, Deastis, Menzies, Alitalia, and Gate Gourmet pursuant to the IMWL, the FLSA and the IDTLSA.

- 71. Plaintiffs Ismael Andrade, Jose Hernandez, Berenice Jacinto, and the class members were entitled to be paid at the rate of one and one-half times their regular hourly rate of pay for all time worked in excess of forty (40) hours in individual work weeks.
- 72. Defendants Ideal, Deastis, Menzies, Alitalia, and Gate Gourmet did not pay Plaintiffs Ismael Andrade, Jose Hernandez, Berenice Jacinto, and other similarly situated employees overtime wages at the rate of one and one half time their regular rate for all time they worked in excess of forty (40) hours in individual work weeks. See paragraph 58, *supra*.
- 73. Defendants Ideal, Deastis, Menzies, Alitalia, and Gate Gourmet's failure to pay overtime wages to Plaintiffs Ismael Andrade, Jose Hernandez, Berenice Jacinto, and the class violated the maximum hour provisions of the IMWL.
- 74. Plaintiffs Ismael Andrade, Jose Hernandez, and Berenice Jacinto represent all current and former employees of Defendants Ideal, Deastis, Menzies, Alitalia, and Gate Gourmet who have not been paid overtime wages for all time worked in excess of forty (40) hours in individual work weeks since July 17, 2005, through and including the present.

WHEREFORE, Plaintiffs Ismael Andrade, Jose Hernandez, Berenice Jacinto, and the class pray for a judgment against Defendants Ideal, Deastis, Menzies, Alitalia, and Gate Gourmet as follows:

- A. That the Court determine that this action may be maintained as a class action under 735 ILCS 5/2-801;
- B. A judgment in the amount of all back wages due as provided by the IMWL;
- C. Prejudgment interest on the back wages in accordance with 815 ILCS 205/2 and punitive damages pursuant to the formula set forth in 820 ILCS 105/12(a);
- D. Reasonable attorneys' fees and costs of this action as provided by the IMWL, 820 ILCS 105/1 et seq.;
- E. A determination of the rights of the parties and a direction to Defendants to account for all hours worked and wages paid to the class members during the temporality of the class;
- F. Such other and further relief as this Court deems appropriate and just.

COUNT II

Violation of the Illinois Day and Temporary Labor Services Act-Overtime Wages (Plaintiffs Ismael Andrade, Jose Hernandez, and Berenice Jacinto on their own behalf and on behalf of a class against Defendants Ideal, Deastis, Menzies, Alitalia, and Gate Gourmet Only)

Plaintiffs incorporate and reallege paragraphs 1 through 74 as though set forth herein.

- 75. This count arises from the violation of the IDTLSA for Defendants Ideal, Deastis, Menzies, Alitalia, and Gate Gourmet's failure to pay Plaintiffs Ismael Andrade, Berenice Jacinto, Jose Hernandez and the class that they represent all their earned overtime pay for time worked in excess of forty (40) hours in individual workweeks.
- 76. Since January 1, 2006, Plaintiffs Ismael Andrade, Berenice Jacinto, Jose Hernandez were required and/or permitted by Defendants Ideal, Deastis, Menzies, Alitalia, and Gate Gourmet and its third party clients to work in excess of forty (40) hours in individual workweeks, and Plaintiffs Ismael Andrade, Berenice Jacinto, Jose Hernandez did work in excess of (40) hours in individual work weeks. See paragraph 58, *supra*.
- 77. Since January 1, 2006, other similarly situated employees were directed by Defendants Ideal, Menzies, Alitalia, and Gate Gourmet to work and did work in excess of forty (40) hours in certain individual workweeks. The specific dates and locations at which Plaintiffs Ismael Andrade, Jose Hernandez, Berenice Jacinto, and other similar situated employees of Defendants were not compensated for all time worked in excess of forty (40) hours are contained in documents which are in the possession of, or are required to be in the possession of, Defendants Ideal, Deastis, Menzies, Alitalia, and Gate Gourmet pursuant to the IMWL, the FLSA and the IDTLSA.
- 78. Plaintiffs Ismael Andrade, Jose Hernandez, Berenice Jacinto, and the class members were entitled to be paid at the rate of one and one-half times their regular hourly rate of pay for all time worked in excess of forty (40) hours in individual work weeks.
- 79. Defendants Ideal, Deastis, Menzies, Alitalia, and Gate Gourmet did not pay Plaintiffs Ismael Andrade, Jose Hernandez, Berenice Jacinto, and other similarly situated

employees overtime wages at the rate of one and one half time their regular rate for all time they worked in excess of forty (40) hours in individual work weeks. See paragraph 58, supra.

- 80. Defendants Ideal, Deastis, Menzies, Alitalia, and Gate Gourmet's failure to pay overtime wages to Plaintiffs Ismael Andrade, Jose Hernandez, Berenice Jacinto, and the class violated the IDTLSA.
- 81. Plaintiffs Ismael Andrade, Jose Hernandez, and Berenice Jacinto represent all current and former employees of Defendants Ideal, Deastis, Menzies, Alitalia, and Gate Gourmet who have not been paid overtime wages for all time worked in excess of forty (40) hours in individual work weeks since January 1, 2006.
- 82. Pursuant to 820 ILCS 175/95(a)(1), Plaintiffs and members of the class are entitled to recover an equal amount of their unpaid wages as liquidated damages since January 1, 2006.

WHEREFORE, Plaintiffs Ismael Andrade, Jose Hernandez, Berenice Jacinto, and the class pray for a judgment against Defendants Ideal, Deastis, Menzies, Alitalia, and Gate Gourmet as follows:

- A. That the Court determine that this action may be maintained as a class action under 735 ILCS 5/2-801;
- B. A judgment for liquidated damages in an amount equal to the amount of unpaid overtime compensation found due since January 1, 2006 pursuant to 820 ILCS 175/95(a)(1);
- C. Reasonable attorneys' fees and costs of this action as provided by the IDTLSA, 820 ILCS 175/95;
- D. A determination of the rights of the parties and a direction to Defendants to account for all hours worked and wages paid to the class members during the temporality of the class;
- E. Such other and further relief as this Court deems appropriate and just.

COUNT III

Violation of the Illinois Minimum Wage Law – Minimum Wages (Plaintiffs on their own behalf and on behalf of a class against all Defendants)

Plaintiffs incorporate and reallege paragraphs 1 through 82 as though set forth herein.

- 83. This count arises from the violation of the IMWL for Defendants' failure to pay Plaintiffs and the class they represent the state-mandated minimum wages for all time they worked.
- 84. During the weeks ending November 4, 2007 and November 11, 2007, Plaintiffs were not compensated for all time they worked during those individual work weeks as described in paragraph 59, *supra*, and as a result, their hourly wage fell below the Illinois minimum wage.
- 85. Since July 17, 2005, other class members were similarly not compensated for all hours worked in certain work weeks and, as a result, their hourly wages likewise fell below the Illinois minimum wage. The specific dates and locations at which Plaintiffs and other similar situated employees of Defendants' were not compensated the Illinois minimum wage for all time worked are contained in documents which are in the possession of, or are required to be in the possession of, Defendant Ideal and its third party clients pursuant to the IMWL, the FLSA and the IDTLSA.
- 86. Plaintiffs and the class members were entitled to be paid at least the Illinois minimum wage for all time worked.
- 87. Defendants' failure to pay the Illinois minimum wage rate to Plaintiffs and the Class violated the minimum wage provisions of the IMWL.
- 88. Plaintiffs represent all current and former employees of Defendants' who have not been paid minimum wages in the three (3) years prior to Plaintiffs filing their lawsuit, through and including the present.
- 89. Pursuant to 820 ILCS 105/12(a), Plaintiffs and members of the class are entitled to recover unpaid wages for the three (3) years prior to the filing of this suit, plus damages in the amount of two percent (2%) per month of the amount of underpayment.

A. That the Court determine that this action may be maintained as a class action under 735 ILCS 5/2-801;

- B. A judgment in the amount of all back wages due as provided by the IMWL;
- C. Prejudgment interest on the back wages in accordance with 815 ILCS 205/2 and punitive damages pursuant to the formula set forth in 820 ILCS 105/12(a);
- D. Reasonable attorneys' fees and costs of this action as provided by the IMWL, 820 ILCS 105/1 et seq.;
- E. A determination of the rights of the parties and a direction to Defendants to account for all hours worked and wages paid to the class members during the temporality of the class;
- F. Such other and further relief as this Court deems appropriate and just.

COUNT IV

Violation of the Illinois Day and Temporary Labor Services Act – Minimum Wages (Plaintiffs on their own behalf and on behalf of a class against all Defendants)

Plaintiffs incorporate and reallege paragraphs 1 through 89 as though set forth herein.

- 90. This count arises from the violation of the IDTLSA for Defendants' failure to pay Plaintiffs and the class they represent the state-mandated minimum wages for all time they worked.
- 91. During the weeks ending November 4, 2007 and November 11, 2007, Plaintiffs were not compensated for all time they worked during those individual work weeks as described in paragraph 59, *supra*, and as a result, their hourly wage fell below the Illinois minimum wage.
- 92. Since July 17, 2005, other class members were similarly not compensated for all hours worked in certain work weeks and, as a result, their hourly wages likewise fell below the Illinois minimum wage. The specific dates and locations at which Plaintiffs and other similar situated employees of Defendants' were not compensated the Illinois minimum wage for all time worked are contained in documents which are in the possession of, or are required to be in the possession of, Defendant Ideal and its third party clients pursuant to the IMWL, the FLSA and the IDTLSA.
- 93. Plaintiffs and the class members were entitled to be paid at least the Illinois minimum wage for all time worked.

- 94. Defendants' failure to pay the Illinois minimum wage rate to Plaintiffs and the Class violated the IDTLSA.
- 95. Plaintiffs represent all current and former employees of Defendants' who have not been paid minimum wages since January 1, 2006.
- 96. Pursuant to 820 ILCS 175/95(a)(1), Plaintiffs and members of the class are entitled to recover an equal amount of their unpaid wages as liquidated damages since January 1, 2006.

- A. That the Court determine that this action may be maintained as a class action under 735 ILCS 5/2-801;
- B. A judgment for liquidated damages in an amount equal to the amount of unpaid overtime compensation found due since January 1, 2006 pursuant to 820 ILCS 175/95(a)(1);
- C. Reasonable attorneys' fees and costs of this action as provided by the IDTLSA, 820 ILCS 175/95;
- D. A determination of the rights of the parties and a direction to Defendants to account for all hours worked and wages paid to the class members during the temporality of the class;
- E. Such other and further relief as this Court deems appropriate and just.

COUNT V

Violation of the Illinois Wage Payment and Collection Act— Unpaid Wages, Non Issuance of Final Checks (Plaintiffs on their own behalf and on behalf of a class against all Defendants)

Plaintiffs incorporate and reallege paragraphs 1 through 96 as though set forth herein.

97. This count arises from the violation of the IWPCA for Defendants' failure to pay Plaintiffs and the class they represent wages for all time worked at the rate agreed to by the parties.

- 98. During the weeks ending November 4, 2007 and November 11, 2007, Plaintiffs were not compensated for all time they worked during that individual work week as described in paragraph 60, *supra*.
- 99. Since July 17, 2003, other class members were similarly not compensated for all time worked in certain work weeks. The specific dates and locations at which Plaintiffs and other similarly situated employees of Defendants were not compensated for all time worked are contained in documents which are in the possession of, or are required to be in the possession of, Defendants and its third party clients pursuant to the IMWL, the FLSA and the IDTLSA.
- 100. Plaintiffs and the class members were entitled to be paid for all time worked at the rate agreed to by the parties.
- 101. Defendants' failure to pay Plaintiffs and the class members for all time worked at the rate agreed to by the parties violated the IWPCA.
- 102. Plaintiffs represent all current and former employees of Defendants' who have not been paid for all time worked at the rate agreed to by the parties in the five (5) years prior to Plaintiffs filing their lawsuit, through and including the present.

- A. That the Court determine that this action may be maintained as a class action under 735 ILCS 5/2-801;
- B. A judgment in the amount of all back wages due, as provided by the IWPCA;
- C. Prejudgment interest on the back wages in accordance with 815 ILCS 205/2;
- D. An injunction precluding Defendants from violating the IWPCA, 820 ILCS 115/1 et seq.;
- E. Such other and further relief as this Court deems appropriate and just.

COUNT VI

Violation of the Illinois Day and Temporary Labor Services Act—
Unpaid Wages-Non-Issuance of Final Checks
(Plaintiffs on their own behalf and on behalf of a class against all Defendants)

Plaintiffs incorporate and reallege paragraphs 1 through 102 as though set forth herein.

- 103. This count arises from the violation of the IDTLSA for Defendants' failure to pay Plaintiffs and the class they represent wages for all time worked at the rate agreed to by the parties.
- 104. During the course of their employment with Defendants, Plaintiffs were not compensated for all time they worked in certain work weeks. See paragraph 60, *supra*.
- 105. Other class members were similarly not compensated for all time worked in certain work weeks.
- 106. Plaintiffs and the class members were entitled to be paid for all time worked at the rate agreed to by the parties.
- 107. Defendants' failure to pay Plaintiffs and the class members for all time worked at the rate agreed to by the parties violated the IWPCA, a wage and hour violation as incorporated into the IDTLSA. 820 ILCS 175/95(a)(1). Pursuant to 820 ILCS 175/95(a)(1), Plaintiffs and members of the class are entitled to recover an amount equal to their earned wages as liquidated damages since January 1, 2006.
- 108. Plaintiffs represent all current and former employees of Defendants who have not been paid for all time worked at the rate agreed to by the parties since January 1, 2006.

- A. That the Court determine that this action may be maintained as a class action under 735 ILCS 5/2-801;
- B. A judgment in the amount of all back wages due as provided by the IDTLSA;
- C. That the Court award Plaintiffs and Class Members liquidated damages in an amount equal to the amount of unpaid overtime compensation found due since January 1, 2006 pursuant to 820 ILCS 175/95(a)(1);
- D. Reasonable attorneys' fees and costs of this action as provided by the IDTLSA, 820 ILCS 175/95;
- E. A determination of the rights of the parties and a direction to Defendants to account for all hours worked and wages paid to the class members during the temporality of the class;

F. Such other and further relief as this Court deems appropriate and just.

COUNT VII

Violation of the Illinois Day and Temporary Labor Services Act-Unpaid Wages-Statutory Minimum Pay of four (4) hours for a contracted work day (Plaintiffs Berenice Jacinto and Lucia Portillo on their own behalf and on behalf of a class against Defendants Ideal Staffing and APEX Only)

Plaintiffs incorporate and reallege paragraphs 1 through 108 as though set forth herein.

- 109. This count arises from the violation of the IDTLSA for Defendants Ideal's and APEX's failure to pay Plaintiffs Berenice Jacinto and Lucia Portillo and the class that they represent for a minimum of four (4) hours of pay in accordance with 820 ILCS 175/30(g).
- 110. Plaintiffs Berenice Jacinto and Lucia Portillo and the class they represent were contracted by Defendants Ideal to work on December 7, 2007 at Defendant APEX, and were not utilized, or paid the statutorily provided four (4) hours of pay for a contracted day. See paragraph 64, supra.
- 111. Pursuant to 820 ILCS 175/30(g), Plaintiffs Berenice Jacinto, Lucia Portillo and the class members are entitled to be paid for the statutory minimum of four (4) hours of pay when contracted to work, but not utilized.
- 112. Defendants Ideal and APEX's failure to pay Plaintiffs Berenice Jacinto, Lucia Portillo and the class members for the statutorily provided four (4) hours of pay for a contracted day violated the IDTLSA, 820 ILCS 175/30(g).
- 113. Pursuant to 820 ILCS 175/95(a)(1), Plaintiffs Berenice Jacinto, Lucia Portillo and members of the class are entitled to recover their four (4) hours of pay and an equal amount in liquidated damages from January 1, 2006.
- 114. Plaintiffs Berenice Jacinto and Lucia Portillo represent all current and former employees of Defendants Ideal and Defendant APEX who have not been paid the statutorily provided four (4) hours of pay for a day of contracted work without being utilized.

WHEREFORE, Plaintiffs Berenice Jacinto and Lucia Portillo and the class pray for a judgment against Defendant Ideal and Defendant APEX, as follows:

- A. That the Court determine that this action may be maintained as a class action under 735 ILCS 5/2-801;
- B. A judgment in the amount of all back wages due as provided by the IDTLSA;
- C. That the Court award Plaintiffs Berenice Jacinto and Lucia Portillo and Class Members liquidated damages in an amount equal to the amount of unpaid wages found due for December 7, 2007 pursuant to 820 ILCS 175/95(a)(1);
- D. Reasonable attorneys' fees and costs of this action as provided by the IDTLSA, 820 ILCS 175/95;
- E. A determination of the rights of the parties and a direction to Defendants Ideal and APEX to account for all hours worked and wages paid to the class members during the temporality of the class;
- F. Such other and further relief as this Court deems appropriate and just.

COUNT VIII

Violation of the Illinois Day and Temporary Labor Services Act-Employment Notices (Plaintiffs on their own behalf and on behalf of a class against Defendant Ideal Only)

Plaintiffs incorporate and reallege paragraphs 1 through 114 as though set forth herein.

- 115. This count arises from the violation of the IDTLSA for Defendants Ideal's failure to provide Plaintiffs and similarly situated employees with Employment Notices as required by the IDTLSA.
- 116. Defendants Ideal's employed Plaintiffs and other similarly situated day or temporary laborers from before January 1, 2006.
- 117. In employing Plaintiffs and other similarly situated day or temporary laborers, Defendants Ideal's failed to provide such persons with Employment Notices as required by the IDTLSA. 820 ILCS 175/10.
- 118. Defendants Ideal's failed to provide Plaintiffs and other similarly situated day or temporary laborers with Employment Notices at the time of dispatch to third party clients as required by the IDTLSA. 820 ILCS 175/10.

- 119. Plaintiffs represent all current and former employees of Defendants Ideal's who have not received Employment Notices at the time of dispatch to third party clients since July 17, 2003, through and including the present.
- 120. Defendants Ideal and Deastis violated the IDTLSA by failing to provide to Plaintiffs and Class Members with Employment Notices as required by the IDTLSA 820 ILCS 175/10.

WHEREFORE Plaintiffs and the class pray for a judgment against Defendants Ideal and Deastis, as follows:

- A. That the Court determine that this action may be maintained as a class action under 735 ILCS 5/2-801;
- B. That the Court declare that Defendant Ideal have violated the Employment Notice provision of the IDTLSA. 820 ILCS 175/10;
- C. That the Court enjoin Defendant from violating the IDTLSA;
- D. That the Court award Plaintiffs and Class Members compensatory damages and an amount up to \$500 for the violation of each subpart of each Section of the IDTLSA violated by Defendant;
- E. That Plaintiffs and the Class be awarded reasonable attorneys' fees and costs in bringing this action; and
- F. That the Court award such other and further relief as this Court may deem appropriate.

COUNT IX

Violation of Illinois Day and Temporary Labor Services Act-Wage Payment and Notice (Plaintiffs on their own behalf and on behalf of class against Defendant Ideal Only)

Plaintiffs incorporate and reallege paragraphs 1 through 120 of this Complaint.

121. This count arises from the violation of the IDTLSA for Defendant Ideal's failure to provide Plaintiffs and similarly situated employees with proper Wage Payment and Notices as required by the IDTLSA.

- 122. Defendant Ideal employed Plaintiffs and other similarly situated day or temporary laborers from before January 1, 2006.
- 123. In employing Plaintiffs and other similarly situated day or temporary laborers, Defendant Ideal failed to provide such persons with proper Wage Payment and Notices as required by the IDTLSA. 820 ILCS 175/30.
- 124. Specifically, Defendants Ideal failed to provide Plaintiffs and other similarly situated day or temporary laborers with a detailed itemized statement showing the number of hours worked by the day or temporary laborer at each third party client company each day during the pay period. For example, Plaintiff Ismael Andrade's pay stubs for the pay period ending June 24, 2007, Exhibit A as attached hereto, and Plaintiff Berenice Jacinto's pay stub for the pay period ending April 1, 2007, Exhibit B, as attached hereto.
- 125. In addition, Defendant Ideal failed to provide the name, address and telephone number of each third party client at which the day or temporary laborer worked or, in the alternative, a code which corresponded to such required information and which was made available to Plaintiffs and other similarly situated day or temporary laborers. See, for example, Plaintiff Ismael Andrade's pay stub for the pay period ending June 24, 2007, Exhibit A as attached hereto, and Plaintiff Berenice Jacinto's pay stub for the pay period ending April 1, 2007, Exhibit B, as attached hereto.
- 126. Defendant Ideal failed to provide Plaintiffs and other similarly situated day or temporary laborers with proper Wage Payment and Notices at the time of payment of wages as required by the IDTLSA. 820 ILCS 175/30.

- 127. Plaintiffs represent all current and former employees of Defendant Ideal who have not been provided proper Wage Payment and Notices at the time of payment of wages since January 1, 2006, through and including the present.
- 128. Defendant Ideal violated the IDTLSA by failing to provide to Plaintiffs and Class Members proper Wage Payment and Notices as required by the IDTLSA, 820 ILCS 175/30.

WHEREFORE, Plaintiffs and the class pray for a judgment against Defendant Ideal, as follows:

- A. That the Court determine that this action may be maintained as a class action under 735 ILCS 5/2-801;
- B. That the Court declare that Defendant Ideal violated the Wage Payment and Notice provision of the IDTLSA. 820 ILCS 175/30;
- C. That the Court enjoin Defendants Ideal from violating the IDTLSA;
- D. That the Court award Plaintiffs and Class Members compensatory damages and an amount up to \$500 for the violation of each subpart of each Section of the IDTLSA violated by Defendant Ideal;
- E. That Plaintiffs and the Class be awarded reasonable attorneys' fees and costs in bringing this action; and
- F. That the Court award such other and further relief as this Court may deem appropriate.

COUNT X

Violation of the Fair Labor Standards Act – Minimum Wages (Plaintiffs, individually, against all Defendants)

Plaintiffs hereby reallege and incorporate paragraphs 1 through 128 of this Complaint.

- 129. This count arises from Defendants' violation of the FLSA, 29 U.S.C. §201, et seq., for their failure to pay minimum wages to Plaintiffs and the class they represent the minimum wages for all the time they worked.
- 130. Since July 17, 2005, Defendants Ideal, Menzies, Alitalia, and Gate Gourmet have been Plaintiffs' employers as defined by the FLSA.

- 131. During the course of their employment by Defendants, Plaintiffs were not exempt from the minimum wage provisions of the FLSA, 29 U.S.C. §206.
- 132. During the weeks ending November 3, 2007 and November 10, 2007, Plaintiffs were not compensated for all time they worked during those individual work weeks as described in paragraph 59, *supra*, and as a result, their hourly wage fell below the then federally mandated minimum wage.
- 133. The specific dates and locations at which Plaintiffs were not compensated the then federally mandated minimum wage for all time worked are contained in documents which are in the possession of, or are required to be in the possession of, Defendant Ideal and its third party clients pursuant to the IMWL, the FLSA and the IDTLSA.
- 134. Pursuant to 29 U.S.C. § 206, Plaintiffs are entitled to be paid at least the federally mandated minimum wage for all time worked.
- 135. Defendants' failure to pay the minimum wage rate to Plaintiffs violated the minimum wage hour provisions of the FLSA, 29 U.S.C. § 206.
- 136. Defendants willfully violated the FLSA by refusing to pay Plaintiffs wages for all time worked.
- 137. Pursuant to 29 U.S.C. § 255, Plaintiffs are entitled to recover unpaid minimum wages for three years prior to the filing of this suit because Defendants' failure to pay minimum wages was a willful violation of the FLSA, 29 U.S.C. § 206.

WHEREFORE, Plaintiffs pray for a judgment against Defendants as follows:

- A. A judgment in the amount of unpaid minimum wages for all hours worked by Plaintiff other similarly situated employees;
- B. Liquidated damages in an amount equal to the amount of unpaid wages found to be due and owing;

- C. Reasonable attorneys' fees and costs incurred in filing this action; and
- D. Such other and further relief as this Court deems appropriate and just

COUNT XI

Violation of the Fair Labor Standards Act — Overtime Wages
(Plaintiffs Ismael Andrade, Berenice Jacinto, and Jose Hernandez individually only against
Defendants Ideal, Menzies, Alitalia, and Gate Gourmet only)

Plaintiffs incorporate and reallege paragraphs 1 through 137 as though set forth herein.

- 138. This count arises from Defendants Ideal, Menzies, Alitalia, and Gate Gourmet's violation of the FLSA, 29 U.S.C. §201, et seq., for their failure to pay overtime wages to Plaintiffs Ismael Andrade, Berenice Jacinto, and Jose Hernandez at a rate of one and one half times their regular hourly rate of pay.
- 139. Since July 17, 2005, Defendants Ideal, Menzies, Alitalia, and Gate Gourmet have been Plaintiffs' employers as defined by the FLSA.
- 140. During the course of their employment by Defendants Ideal, Menzies, Alitalia, and Gate Gourmet, Plaintiffs Ismael Andrade, Berenice Jacinto, and Jose Hernandez were not exempt from the overtime wage provisions of the FLSA, 29 U.S.C. §207.
- 141. Since July 17, 2005, Plaintiffs Ismael Andrade, Jose Hernandez, and Berenice Jacinto were required and/or permitted by Defendants Ideal, Menzies, Alitalia, and Gate Gourmet to work in excess of forty (40) hours in individual workweeks, and Plaintiffs did worked in excess of forty (40) hours in individual workweeks. See paragraph 58, supra.
- 142. Pursuant to 29 U.S.C. §207, Plaintiffs Ismael Andrade, Jose Hernandez, and Berenice Jacinto were entitled to be compensated at a rate of one and one-half times her regular hourly rate of pay for all time worked in excess of forty (40) hours in individual workweeks.

- 143. Defendants did not compensate Plaintiffs Ismael Andrade, Jose Hernandez, and Berenice Jacinto at a rate of one and one-half times their regular hourly rate of pay for all time worked in excess of forty (40) hours in that individual work weeks. See paragraph 58, *supra*.
- 144. Defendants Ideal, Menzies, Alitalia, and Gate Gourmet's failure to pay overtime wages to Plaintiffs Ismael Andrade, Jose Hernandez, and Berenice Jacinto for all time worked in excess of forty (40) hours per week violated the FLSA, 29 U.S.C. § 207.
- 145. Defendants Ideal, Menzies, Alitalia, and Gate Gourmet willfully violated the FLSA by refusing to pay Plaintiffs Ismael Andrade, Jose Hernandez, and Berenice Jacinto overtime wages for all time worked in excess of forty (40) hours per week.
- 146. Plaintiffs Ismael Andrade, Jose Hernandez, and Berenice Jacinto are entitled to recover unpaid wages for up to three years prior to the filing of this suit because Defendant Ideal, Menzies, Alitalia, and Gate Gourmet's failure to pay overtime wages for hours worked in excess of forty (40) hours per week was a willful violation of the FLSA, 29 U.S.C. §207.

WHEREFORE, Plaintiffs Ismael Andrade, Jose Hernandez, and Berenice Jacinto pray for a judgment against Defendants Ideal, Menzies, Alitalia, and Gate Gourmet as follows:

- A. A judgment in the amount of one and one-half times Plaintiffs Ismael
 Andrade, Jose Hernandez, and Berenice Jacinto's regular rate for all time they
 worked in excess of forty (40) hours per week;
- B. Liquidated damages in an amount equal to the amount of unpaid overtime compensation found due;
- C. Reasonable attorneys' fees and costs incurred in filing this action; and
- D. Such other and further relief as this Court deems appropriate and just.

Respectfully submitted,

Dated: July 17, 2008

JOHN E. UNTEREKER

CHRISTOPHER J. WILLIAMS
Working Hands Legal Clinic (#44534)
77 W. Washington, Suite 1402
Chicago, Il 60602
(312) 795-9115

Attorneys for Plaintiffs

EXHIBIT A

Page 81 of 90 Case 1:08-cv-04912 Document 1-3 Filed 08/27/2008 BHSH HABI 249.43 \$354,20 Not Pay This Period to 6/24/2007 **Earnings Statement** 460 W. IRVING PK RD BENSENVILLE, IL 60106 Total Deductions This Period ISMAEL ANDRADE 6/18/2007 6/29/2007 24444 Pay Period: Pay Date: Check#: Gross Pay This Period IDEAL STAFFING SOLUTIONS INC 170 NORTH PINE LANE BENSENVILLE, IL 60106 37K-XX-XXX SINGLE 9.0000 Gross Pay Year To Date

\$3,260.50

Social Security Number:

Department Number: Employee Number:

Number Of Allowances:

Marital Status:



6/18/2007 to 6/24/2007

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Pay Date: Check #:

Earnings Statement

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IDEAL STAFFING SOLUTIONS INC 170 NORTH PINE LANE BENSENVILLE, IL 60106

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Department Number: XXX

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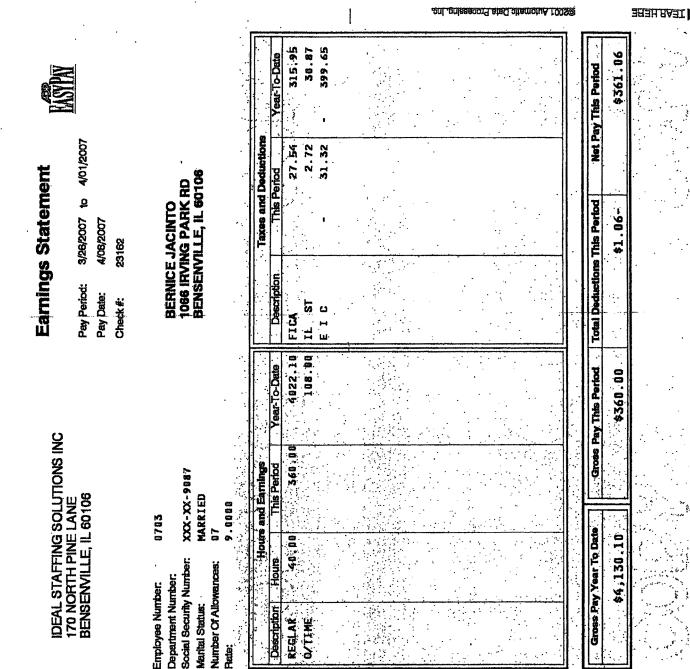
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EXHIBIT B









Earnings Statement

3/26/2007 to 4/01/2007 Pay Period:

4/06/2007 Pay Date:

23163 Check #:

BERNICE JACINTO 1066 IRVING PARK RD BENSENVILLE, IL 60106

XXX-XX-9087 MARRIED

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Marital Status:

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IDEAL STAFFING SOLUTIONS INC 170 NORTH PINE LANE BENSENVILLE, IL 60106

EXHIBIT C

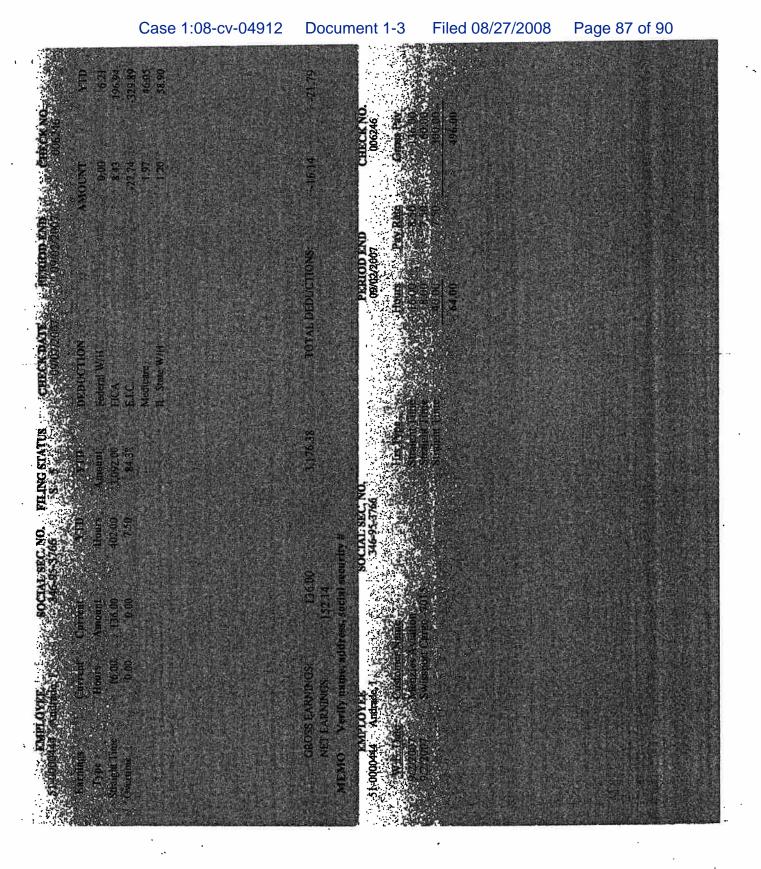
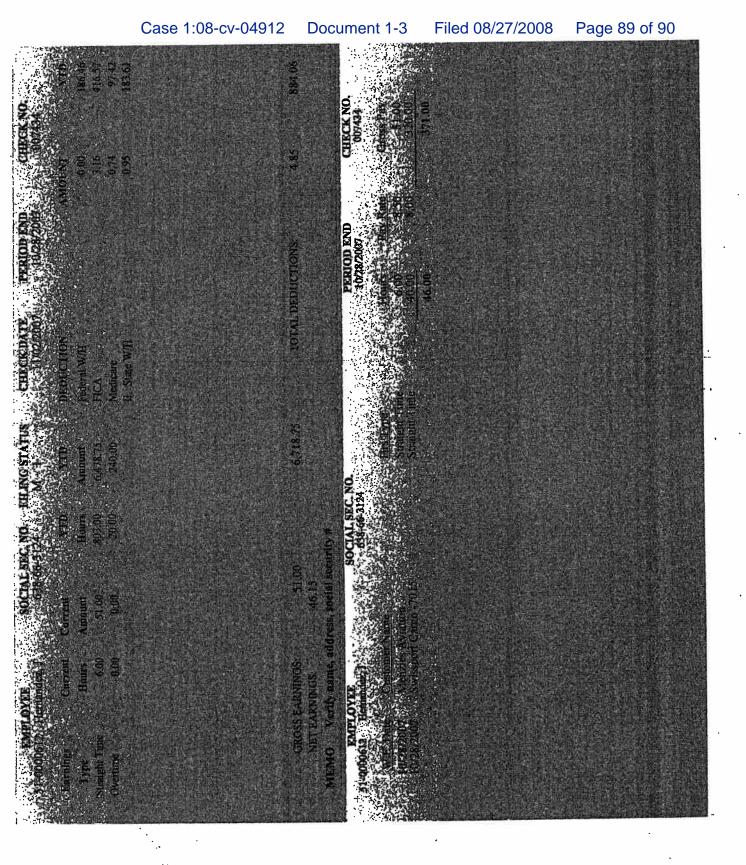


EXHIBIT D



D Norman Industries 787 Belden Avenue Addison, Illinois 60101-4498

JUDGE MANNING MAGISTRATE JUDGE DENLOW

EXHIBIT E

2120 - Served 2220 - Not Served 2320 - Served By Mail

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2420 - Served By Publication SUMMONS

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	v.		}	No. 08 CH 25610
Ideal Sta	ffing Solutions, Inc. et al.			Air Menzies International c/o Reg. Agent XL Corporate Services,
		SU	MMONS	Inc. 2501 Chatham Road, Suite 110 Springfield, IL 62701-1000
To each D	efendant:			
You hereto atta following	ached, or otherwise file your location:	appearance, and p	ay the required fee	complaint in this case, a copy of which is, in the Office of the Clerk of this Court at the
				, Chicago, Illinois 60602
	District 2 - Skokie 5600 Old Orchard Rd. Skokie, IL 60077	2121 Euclid	Rolling Meadows	☐ District 4 - Maywood 1500 Maybrook Ave. Maywood, IL 60153
	District 5 - Bridgeview 10220 S. 76th Ave. Bridgeview, IL 60455	□ District 6 - N 16501 S. Kee Markham, I	dzie Pkwy.	Child Support 28 North Clark St., Room 200 Chicago, Illinois 60602
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DOROTHY BROWN, CLERK OF THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS COUNTY DEPARTMENT, CHANCERY DIVISION

MARCELINO ANDRADE BERENICE LACINTO, AMERICA GARCIA, ORALIA PALACIOS, MIGUEL RUBIO, ISMAEL ANDRADE, JOSE HERNANDEZ. LUCIA PORTILLO, RENE CORDOBA, and FRANCISCO MEDINA, on behalf of themselves and all other persons similarly situated, known and unknown, Plaintiffs, Case No. v. IDEAL STAFFING SOLUTIONS, INC., UAL, INC., ALITALIA AIRLINES, SINGAPORE AIRLINES, GATE) W8CH25610 GOURMET, INC., AIR MENZIES INTERNATIONAL (USA), INC., SWISSPORT CARGO SERVICES, INC., APEX PLASTIC FINISHING COMPANY, JD NORMAN INDUSTRIES, INC. and DIEGO DEASTIS, individually, Defendants.

COMPLAINT

Plaintiffs Marcelino Andrade, America Garcia, Berenice Jacinto, Oralia Palacios, Miguel Rubio, Ismael Andrade, Jose Hernandez, Lucia Portillo, Rene Cordoba, and Francisco Medina, on behalf of themselves and other similarly situated employees, known and unknown, through their attorneys, for their Complaint against Defendants Ideal Staffing Solutions, Inc. ("Ideal"), UAL, Inc. ("United"), Alitalia Airlines ("Alitalia"), Singapore Airlines ("Singapore"), Gate Gourmet, Inc. ("Gate Gourmet"), Air Menzies International(USA), Inc. ("Menzies"), Swissport Cargo Services, Inc. ("Swissport"), APEX Plastic Finishing Company ("APEX"), JD Norman Industries, Inc. ("JD Norman"), and Diego Deastis ("Deastis"), individually, (collectively "Defendants"), state as follows:

I. INTRODUCTION

1. Plaintiffs are low-wage workers who were hired by a temporary staffing agency, Ideal, to work at eight different client companies located at or near O'Hare International Airport, including United, Alitalia, Singapore Airlines, Gate Gourmet, Menzies, and Swissport. Plaintiffs make a claim for unpaid overtime and other earned wages on behalf of themselves and a class of similarly situated employees. Plaintiffs and the class seek recovery of their owed wages from Ideal and Ideal's client companies jointly in that all benefited from the illegal schemes used to deny Plaintiffs and the class their earned wages thereby reducing labor costs. Plaintiffs also seek recovery for Defendants' violation of protections specifically guaranteed to day laborers by Illinois law.

II. NATURE OF PLAINTIFFS' CLAIMS

2. This lawsuit arises under the Illinois Minimum Wage Law, 820 ILCS 105/1 et seq. ("IMWL"), the Illinois Wage Payment and Collection Act, 820 ILCS 115/1 et seq. ("IWPCA"), and the Illinois Day and Temporary Labor Services Act, 820 ILCS 115/1 et seq. ("IDTLSA"), for: 1) Defendants Ideal, Deastis, Menzies, Alitalia, and Gate Gourmet's failure to pay overtime wages to Plaintiffs Ismael Andrade, Jose Hernandez, Berenice Jacinto, and other similarly situated employees in violation of the IMWL and the IDTLSA; 2) all Defendants' failure to pay minimum wages to Plaintiffs and other similarly situated employees in violation of the IMWL and the IDTLSA; 3) all Defendants' failure to pay all earned wages to Plaintiffs and other similarly situated employees in violation of the IWPCA and the IDTLSA; 4) Defendant Ideal's failure to compensate Plaintiffs Berenice Jacinto, Lucia Portillo and similarly situated employees for a minimum of four (4) hours on days when they were contracted to work, but were not utilized as required by the IDTLSA; 5) Defendant Ideal's failure to provide Plaintiffs and

similarly situated employees with Employment Notices as required by the IDTLSA; 6) Defendant Ideal's failure to provide Plaintiffs and similarly situated employees with proper Wage Payment and Notices as required by the IDTLSA. Plaintiffs bring this lawsuit as a class action, under Illinois Code of Civil Procedure 735 ILCS 5/2-801 et seq., seeking damages and other equitable relief under the IMWL, the IWPCA and the IDTLSA on behalf of Plaintiffs and all other similarly situated employees of Defendants. Plaintiffs Ismael Andrade, Jose Hernandez, and Berenice Jacinto also bring individual claims under the Fair Labor Standards Act, 29 U.S.C. §201 et seq. ("FLSA") for Defendants Ideal, Deastis, Menzies, Alitalia, and Gate Gourmet's failure to pay federally mandated minimum wages and overtime wages.

3. The "IMWL Class Period" for the IMWL overtime and minimum wage claims is designated as the period beginning July 17, 2005 based on the limitations period of the IMWL. The "IWPCA Class Period" for the IWPCA claim is designated as the period beginning July 17, 2003 based on the limitations period of the IWPCA. The "IDTLSA Class Period" for the IDTLSA claims is designated as the period beginning January 1, 2006, the effective date of the IDTLSA, to the present, based upon Plaintiffs' allegations that the violations of the IDTLSA, as described more fully below, have been ongoing since that time.

III. JURISDICTION

4. Jurisdiction in this Court is proper pursuant to 735 ILCS 5/2-209(a)(1) because Defendants committed the violations of the IMWL, the IWPCA and the IDTLSA complained of herein in Illinois and, pursuant to 735 ILCS 5/2-209(b)(4), because Defendants conduct and transact business from and within the state of Illinois.

IV. VENUE

5. Venue is proper in this judicial district pursuant to 735 ILCS 5/2-101 in that Plaintiffs and other members of the Class performed work for Defendants within Cook County, Illinois, a substantial number of the acts complained of herein occurred within Cook County, Illinois, and Defendants have maintained offices and transacted business during the Class Period within Cook County, Illinois.

V. PARTIES

A. Plaintiffs

- 6. At all relevant times, Plaintiff Marcelino Andrade has been an "employee" of Defendant Ideal, as that term is defined by the IMWL, IWPCA, and the FLSA, and has been employed by Defendant Ideal as a "day or temporary laborer" as that term is defined by the IDTLSA, 820 ILCS 175/5, and has been leased by Defendant Ideal to work as a day or temporary laborer at various third party client companies, including Swissport and Alitalia.
- 7. At all relevant times, Plaintiff America Garcia has been an "employee" of Defendant Ideal, as that term is defined by the IMWL, IWPCA, and the FLSA, and has been employed by Defendant Ideal as a "day or temporary laborer" as that term is defined by the IDTLSA, 820 ILCS 175/5, and has been leased by Defendant Ideal to work as a day or temporary laborer at various third party client companies, including JD Norman and APEX.
- 8. At all relevant times, Plaintiff Berenice Jacinto has been an "employee" of Defendant Ideal, as that term is defined by the IMWL, IWPCA, and the FLSA, and has been employed by Defendant Ideal as a "day or temporary laborer" as that term is defined by the IDTLSA, 820 ILCS 175/5, and has been leased by Defendant Ideal to work as a day or temporary laborer at various third party client companies, including APEX and Gate Gourmet.

- 9. At all relevant times, Plaintiff Oralia Palacios has been an "employee" of Defendant Ideal, as that term is defined by the IMWL, IWPCA, and the FLSA, and has been employed by Defendant Ideal as a "day or temporary laborer" as that term is defined by the IDTLSA, 820 ILCS 175/5, and has been leased by Defendant Ideal to work as a day or temporary laborer at various third party client companies, including JD Norman.
- 10. At all relevant times, Plaintiff Miguel Rubio has been an "employee" of Defendant Ideal, as that term is defined by the IMWL, IWPCA, and the FLSA, and has been employed by Defendant Ideal as a "day or temporary laborer" as that term is defined by the IDTLSA, 820 ILCS 175/5, and has been leased by Defendant Ideal to work as a day or temporary laborer at various third party client companies, including Menzies.
- 11. At all relevant times, Plaintiff Ismael Andrade has been an "employee" of Defendant Ideal, as that term is defined by the IMWL, IWPCA, and the FLSA, and has been employed by Defendant Ideal as a "day or temporary laborer" as that term is defined by the IDTLSA, 820 ILCS 175/5, and has been leased by Defendant Ideal to work as a day or temporary laborer at various third party client companies, including Menzies and Alitalia.
- 12. At all relevant times, Plaintiff Jose Hernandez has been an "employee" of Defendant Ideal, as that term is defined by the IMWL, IWPCA, and the FLSA, and has been employed by Defendant Ideal as a "day or temporary laborer" as that term is defined by the IDTLSA, 820 ILCS 175/5, and has been leased by Defendant Ideal to work as a day or temporary laborer at various third party client companies, including Menzies and Alitalia.
- 13. At all relevant times, Plaintiff Lucia Portillo has been an "employee" of Defendant Ideal, as that term is defined by the IMWL, IWPCA, and the FLSA, and has been employed by Defendant Ideal as a "day or temporary laborer" as that term is defined by the

IDTLSA, 820 ILCS 175/5, and has been leased by Defendant Ideal to work as a day or temporary laborer at various third party client companies, including APEX.

- 14. At all relevant times, Plaintiff Rene Cordoba has been an "employee" of Defendant Ideal, as that term is defined by the IMWL, IWPCA, and the FLSA, and has been employed by Defendant Ideal as a "day or temporary laborer" as that term is defined by the IDTLSA, 820 ILCS 175/5, and has been leased by Defendant Ideal to work as a day or temporary laborer at various third party client companies, including Swissport and Alitalia.
- 15. At all relevant times, Plaintiff Francisco Medina has been an "employee" of Defendant Ideal, as that term is defined by the IMWL, IWPCA, and the FLSA, and has been employed by Defendant Ideal as a "day or temporary laborer" as that term is defined by the IDTLSA, 820 ILCS 175/5, and has been leased by Defendant Ideal to work as a day or temporary laborer at various third party client companies, including United and Swissport.

B. Defendants

- 16. Defendant Ideal is an Illinois corporation doing business in Illinois. Defendant Ideal is day and temporary service agency located in Illinois.
- 17. Defendant Ideal is or has been Plaintiffs' "employer" as that term is defined by the IDTLSA, the IMWL, the IWPCA, and the FLSA.
- 18. Since January 1, 2006, Defendant Ideal has been engaged in the business of employing day or temporary laborers to provide services, for a fee, to third party clients pursuant to contracts between itself and third party clients.
- 19. Since January 1, 2006, Defendant Ideal has been "a day and temporary labor service agency" as defined by the IDTLSA. 820 ILCS 175/5.

- 20. Defendant Deastis is a principal officer of Ideal Staffing Solutions, Inc., and involved in the day-to-day business operations of Ideal. Among other things, Defendant Deastis has the authority to hire and fire employees, to direct and supervise the work of the employees, sign on the checking accounts, including payroll accounts, and participate in decisions regarding employee compensation and capital expenditures.
- 21. Defendant Deastis is an "employer" as defined by the IMWL, 820 ILCS 105/3(c), IWPCA, 820 ILCS 115/1 et seq., and FLSA, 29 U.S.C. §203(d).
 - 22. Defendant Deastis resides in this judicial district.
- 23. Defendant United is a foreign corporation and does business within the State of Illinois.
- 24. Since July 17, 2003, Defendant United has been an employer as defined by the IMWL, 820 ILCS 105/3(c), IWPCA, 820 ILCS 115/1 et seq., and FLSA, 29 U.S.C. §203(d).
- 25. Since January 1, 2006, Defendant United has contracted with Ideal in order to obtain day or temporary laborers.
- 26. Since January 1, 2006, Defendant United has been a "third party client" of Ideal as that term is defined by the IDTLSA. 820 ILCS 105/5.
- 27. Defendant Alitalia is a foreign corporation and does business within the State of Illinois.
- 28. Since July 17, 2003, Defendant Alitalia has been an employer as defined by the IMWL, 820 ILCS 105/3(c), IWPCA, 820 ILCS 115/1 et seq., and FLSA, 29 U.S.C. §203(d).
- 29. Since January 1, 2006, Defendant Alitalia has contracted with Ideal in order to obtain day or temporary laborers.

- 30. Since January 1, 2006, Defendant Alitalia has been a "third party client" of Ideal as that term is defined by the IDTLSA. 820 ILCS 105/5.
- 31. Defendant Singapore is a foreign corporation and does business within the State of Illinois.
- 32. Since July 17, 2003, Defendant Singapore has been an employer as defined by the IMWL, 820 ILCS 105/3(c), IWPCA, 820 ILCS 115/1 et seq., and FLSA, 29 U.S.C. §203(d).
- 33. Since January 1, 2006, Defendant Singapore has contracted with Ideal in order to obtain day or temporary laborers.
- 34. Since January 1, 2006, Defendant Singapore has been a "third party client" of Ideal as that term is defined by the IDTLSA. 820 ILCS 105/5.
- 35. Defendant Gate Gourmet is a foreign corporation and does business within the State of Illinois.
- 36. Since July 17, 2003, Defendant Gate Gourmet has been an employer as defined by the IMWL, 820 ILCS 105/3(c), IWPCA, 820 ILCS 115/1 et seq., and FLSA, 29 U.S.C. §203(d).
- 37. Since January 1, 2006, Defendant Gate Gourmet has contracted with Ideal in order to obtain day or temporary laborers.
- 38. Since January 1, 2006, Defendant Gate Gourmet has been a "third party client" of Ideal as that term is defined by the IDTLSA. 820 ILCS 105/5.
- 39. Defendant Menzies is a foreign corporation and does business within the State of Illinois.
- 40. Since July 17, 2003, Defendant Menzies has been an employer as defined by the IMWL, 820 ILCS 105/3(c), IWPCA, 820 ILCS 115/1 et seq., and FLSA, 29 U.S.C. §203(d).

- 41. Since January 1, 2006, Defendant Menzies has contracted with Ideal in order to obtain day or temporary laborers.
- 42. Since January 1, 2006, Defendant Menzies has been a "third party client" of Ideal as that term is defined by the IDTLSA. 820 ILCS 105/5.
- 43. Defendant Swissport is a foreign corporation and does business within the State of Illinois.
- 44. Since July 17, 2003, Defendant Swissport has been an employer as defined by the IMWL, 820 ILCS 105/3(c), IWPCA, 820 ILCS 115/1 et seq., and FLSA, 29 U.S.C. §203(d).
- 45. Since January 1, 2006, Defendant Swissport has contracted with Ideal in order to obtain day or temporary laborers.
- 46. Since January 1, 2006, Defendant Swissport has been a "third party client" of Ideal as that term is defined by the IDTLSA. 820 ILCS 105/5.
- 47. Defendant APEX is incorporated under the laws of Illinois and does business within the State of Illinois.
- 48. Since July 17, 2003, Defendant APEX has been an employer as defined by the IMWL, 820 ILCS 105/3(c), IWPCA, 820 ILCS 115/1 et seq., and FLSA, 29 U.S.C. §203(d).
- 49. Since January 1, 2006, Defendant APEX has contracted with Ideal in order to obtain day or temporary laborers.
- 50. Since January 1, 2006, Defendant APEX has been a "third party client" of Ideal as that term is defined by the IDTLSA. 820 ILCS 105/5.
- 51. Defendant JD Norman is incorporated under the laws of Illinois and does business within the State of Illinois.

- 52. Since July 17, 2003, Defendant JD Norman has been an employer as defined by the IMWL, 820 ILCS 105/3(c), IWPCA, 820 ILCS 115/1 et seq., and FLSA, 29 U.S.C. §203(d).
- 53. Since January 1, 2006, Defendant JD Norman has contracted with Ideal in order to obtain day or temporary laborers.
- 54. Since January 1, 2006, Defendant JD Norman has been a "third party client" of Ideal as that term is defined by the IDTLSA. 820 ILCS 105/5.

VI. FACTUAL BACKGROUND

- 55. Plaintiffs and other day and temporary laborers have worked for Defendant Ideal at one of its Illinois branch offices in one or more individual work weeks since July 17, 2003.
- 56. Defendant Ideal operates, and at all times during the Class Periods, has done business in Cook County and elsewhere within Illinois.
- 57. Defendants United, Alitalia, Singapore, Gate Gourmet, Menzies, Swissport, APEX, and JD Norman operate, and at all times during the Class Periods, have done business in Cook County and elsewhere within Illinois.
- 58. Since July 17, 2005, Defendant Ideal has failed to pay Plaintiffs Ismael Andrade, Jose Hernandez, Berenice Jacinto and other Class Members at the rate of one and one-half times their regular rate of pay for all time worked over forty (40) hours in a single work week in violation of the IMWL. For example:
 - a. In one scheme, Defendant Ideal and Gate Gourmet denied Plaintiff Ismael Andrade, Berenice Jacinto and other class members their earned overtime pay by "splitting" their weekly compensation between multiple paychecks so that no individual paycheck identified employees as having worked more than forty (40) hours in an individual work week. For example, see Exhibit A, attached hereto, showing Defendant Ideal issued Plaintiff Ismael Andrade two paychecks for the work he performed in the work week ending June 24, 2007, one check (#24444) compensating him for 40 hours of work at his regular rate of pay and the other check (#24445) compensating him for an additional 7 hours of work at his regular rate of

pay, or a total of 47 hours all paid at Plaintiff Ismael Andrade's regular rate of pay.

- b. For example, see Exhibit B, attached hereto, showing Defendant Ideal issued Plaintiff Berenice Jacinto two paychecks for the work she performed in the work week ending April 1, 2007 at Gate Gourmet, one check (#23162) compensating her for 40 hours of work at her regular rate of pay and the other check (#23163) compensating her for an additional 17.15 hours of work at her regular rate of pay, or a total of 57.15 hours all paid at Plaintiff Berenice Jacinto's regular rate of pay.
- c. In another scheme, Defendant Ideal, Menzies, and Alitalia denied Plaintiffs Ismael Andrade, Jose Hernandez, and other class members their earned overtime pay by paying them for all hours worked, including time worked over forty (40) hours in individual work weeks, with one check, however at their "straight-time" hourly rate of pay. For example, see Exhibit C, attached hereto, showing Defendant Ideal compensated Plaintiff Ismael Andrade for sixty-four (64) hours for the work he performed in the work week ending September 2, 2007 at his regular rate of pay. Plaintiff Ismael Andrade was not compensated at one and one-half times his regular rate of pay for all time worked in excess of forty (40) hours for that work week.
- d. For example, see Exhibit D, attached hereto, showing Defendant Ideal compensated Plaintiff Jose Hernandez for forty-six (46) hours for the work he performed in the work week ending October 28, 2007 at his regular rate of pay. Plaintiff Jose Hernandez was not compensated at one and one-half times his regular rate of pay for all time worked in excess of forty (40) hours for that work week.
- 59. Since July 17, 2005, Defendants have failed to pay Plaintiffs and other Class Members for all time they worked, which caused their hourly wage rate to fall below the statemandated minimum wage rate in violation of the IMWL and FLSA. For example:
 - a. Defendants Ideal, Swissport, and Alitalia also failed to pay Plaintiff Marcelino Andrade for all time he worked in the work weeks ending November 4, 2007 and November 11, 2007. Defendants Ideal, Swissport, and Alitalia's failure to compensate Plaintiff Marcelino Andrade for all time he worked resulted in payment of less than the state and federal mandated minimum wages.
 - b. Defendants Ideal and JD Norman also failed to pay Plaintiff America Garcia for all time she worked in the work weeks ending November 4, 2007 and November 11, 2007. Defendants Ideal and JD Norman's failure

- to compensate Plaintiff Marcelino Andrade for all time she worked resulted in payment of less than the state and federal mandated minimum wages.
- c. Defendants Ideal and APEX also failed to pay Plaintiff Berenice Jacinto for all time she worked in the work weeks ending November 4, 2007 and November 11, 2007. Defendants Ideal and APEX's failure to compensate Plaintiff Berenice Jacinto for all time she worked resulted in payment of less than the state and federal mandated minimum wages.
- d. Defendants Ideal and JD Norman also failed to pay Plaintiff Oralia Palacios for all time she worked in the work weeks ending November 4, 2007 and November 11, 2007. Defendants Ideal and JD Norman's failure to compensate Plaintiff Oralia Palacios for all time she worked resulted in payment of less than the state and federal mandated minimum wages.
- e. Defendants Ideal and Menzies also failed to pay Plaintiff Miguel Rubio for all time he worked in the work weeks ending November 4, 2007 and November 11, 2007. Defendants Ideal and Menzies 's failure to compensate Plaintiff Miguel Rubio for all time he worked resulted in payment of less than the state and federal mandated minimum wages.
- f. Defendants Ideal and APEX also failed to pay Plaintiff Lucia Portillo for all time she worked in the work weeks ending November 4, 2007 and November 11, 2007. Defendants Ideal and APEX's failure to compensate Plaintiff Lucia Portillo for all time she worked resulted in payment of less than the state and federal mandated minimum wages.
- g. Defendants Ideal, Menzies, and Alitalia also failed to pay Plaintiff Ismael Andrade for all time he worked in the work weeks ending November 4, 2007 and November 11, 2007. Defendants Ideal, Menzies, and Alitalia's failure to compensate Plaintiff Ismael Andrade for all time he worked resulted in payment of less than the state and federal mandated minimum wages.
- h. Defendants Ideal, Menzies, and Alitalia also failed to pay Plaintiff Jose Hernandez for all time he worked in the work weeks ending November 4, 2007 and November 11, 2007. Defendants Ideal, Menzies, and Alitalia's failure to compensate Plaintiff Jose Hernandez for all time he worked resulted in payment of less than the state and federal mandated minimum wages.
- i. Defendants Ideal, Swissport, and Singapore also failed to pay Plaintiff Rene Cordoba for all time he worked in the work weeks ending November 4, 2007 and November 11, 2007. Defendants Ideal, Swissport, and Singapore's failure to compensate Plaintiff Rene Cordoba for all time he

- worked resulted in payment of less than the state and federal mandated minimum wages.
- j. Defendants Ideal and United also failed to pay Plaintiff Francisco Medina for all time he worked in the work weeks ending November 4, 2007 and November 11, 2007. Defendants Ideal and United's failure to compensate Plaintiff Francisco Medina for all time he worked resulted in payment of less than the state and federal mandated minimum wages.
- 60. Since July 17, 2003, all Defendants have failed to pay Plaintiffs and other class members for all time worked at the rate agreed to by the parties in violation of the IWPCA. For example:
 - a. Defendants Ideal, Swissport, and Alitalia failed to pay Plaintiff Marcelino Andrade for all time he worked in the work weeks ending November 4, 2007 and November 11, 2007.
 - b. Defendants Ideal and JD Norman also failed to pay Plaintiff America Garcia for all time she worked in the work weeks ending November 4, 2007 and November 11, 2007.
 - c. Defendants Ideal and APEX also failed to pay Plaintiff Berenice Jacinto for all time she worked in the work weeks ending November 4, 2007 and November 11, 2007.
 - d. Defendants Ideal and JD Norman also failed to pay Plaintiff Oralia Palacios for all time she worked in the work weeks ending November 4, 2007 and November 11, 2007.
 - e. Defendants Ideal and Menzies also failed to pay Plaintiff Miguel Rubio for all time he worked in the work weeks ending November 4, 2007 and November 11, 2007.
 - f. Defendants Ideal and APEX also failed to pay Plaintiff Lucia Portillo for all time she worked in the work weeks ending November 4, 2007 and November 11, 2007.
 - g. Defendants Ideal, Menzies, and Alitalia also failed to pay Plaintiff Ismael Andrade for all time he worked in the work weeks ending November 4, 2007 and November 11, 2007.
 - h. Defendants Ideal, Menzies, and Alitalia also failed to pay Plaintiff Jose Hernandez for all time he worked in the work weeks ending November 4, 2007 and November 11, 2007.

- i. Defendants Ideal, Swissport, and Singapore also failed to pay Plaintiff Rene Cordoba for all time he worked in the work weeks ending November 4, 2007 and November 11, 2007.
- j. Defendants Ideal and United also failed to pay Plaintiff Francisco Medina for all time he worked in the work weeks ending November 4, 2007 and November 11, 2007.
- 61. Since January 1, 2006, Defendant Ideal has failed to provide Plaintiffs and other Class Members an "Employment Notice" at the time of dispatch to third party clients in the form of a statement containing the following items on a form approved by the Illinois Department of Labor:
 - a. the name of the day or temporary laborer;
 - b. the name and nature of the work to be performed;
 - c. the wages offered;
 - d. the name and address of the destination of each day and temporary laborer;
 - e. terms of transportation; and
 - f. whether a meal or equipment, or both, are provided, either by the day and temporary labor service agency or the third party client, and the cost of the meal and equipment, if any.
- 62. Since January 1, 2006, Defendant Ideal has likewise failed to provide Plaintiffs and other Class Members with a proper Wage Payment and Notice at the time of payment of wages in the form of an itemized statement, on the day or temporary laborers' pay stub or on a form approved by the Illinois Department of Labor, containing the total number of hours worked by the day or temporary laborer at each third party client each day during the pay period. As an example, see Exhibits B and C attached hereto.

- 63. Since January 1, 2006, Defendant Ideal and APEX has likewise failed to compensate Plaintiffs Berenice Jacinto, Lucia Portillo, and other class members and other Class Members for a minimum of four (4) hours of pay in accordance with 820 ILCS 175/30(g). For example, Plaintiffs Berenice Jacinto, Lucia Portillo, and other class members were contracted by Defendant Ideal to work on December 7, 2007 at Defendant APEX, however they were not utilized. Plaintiffs Berenice Jacinto, Lucia Portillo, and other class members were not paid their agreed upon rate of pay for the statutorily provided four (4) hours.
- 64. Defendant Ideal's failure to provide Plaintiffs and other Class Members with the required Employment Notice (820 ILCS 175/10) and Wage Payment and Notice (820 ILCS 175/30), and Plaintiffs Berenice Jacinto, Lucia Portillo, and other class members with four (4) hours of pay for contracted time not utilized (820 ILCS 175/30(g)) denied Plaintiffs and other Class Members certain information related to their employment which the Illinois legislature has determined is critical to protect the rights of day or temporary laborers. Such at-risk workers are particularly vulnerable to abuse of their labor rights, including unpaid wages, failure to pay for all hours worked, minimum wage and overtime violations, and unlawful deduction from pay for meals, transportation, equipment and other items. 820 ILCS 175/2.

VII. CLASS ACTION ALLEGATIONS

- 65. Plaintiffs bring this action, on behalf of themselves and all other similarly situated persons, as a class action pursuant to the Illinois Code of Civil Procedure, 735 ILCS 5/2-801.
- 66. The Class that Plaintiffs seek to represent in regard to the IMWL overtime and minimum wage claims is composed of and defined as all persons who have been employed by Defendant Ideal as day or temporary laborers since July 17, 2005. The Class that Plaintiffs seek to represent in regard to the IWPCA claim is composed of and defined as all persons who have

been employed by Defendant Ideal as day or temporary laborers since July 17, 2003. The Class that Plaintiffs seek to represent in regard to the IDTLSA claims is composed of and defined as all persons who have been employed by Defendant Ideal as day or temporary laborers since January 1, 2006.

- 67. This action has been brought and may properly be maintained as a class action under 735 ILCS 5/2-801 because:
 - a. The class is so numerous that joinder of all members is impracticable. While the precise number of Class Members has not been determined at this time, Plaintiffs are informed and believe that Defendant Ideal has employed thousands of persons as day or temporary laborers in Illinois during the IMWL and IWPCA Class Periods and thousands of persons as day or temporary laborers in Illinois during the IDTLSA Class period.
 - b. There are questions of fact or law common to the class, which common questions predominate over any questions affecting only individual members. These common questions of law and fact include, without limitation:
 - Whether Defendants Ideal, Deastis, Menzies, Alitalia, and Gate Gourmet failed to pay day or temporary laborers overtime wages for all time worked over forty (40) hours in individual work weeks during the IMWL Class Period;
 - ii. Whether Defendants failed to pay day or temporary laborers the Illinois mandated-minimum wages for all time worked in individual work weeks during the IMWL Class Period;
 - iii. Whether Defendants failed to pay day or temporary laborers all earned wages at the rate agreed to by the parties for all time worked in individual work weeks during the IWPCA Class Period;
 - iv. Whether Defendant Ideal failed to provide day or temporary laborers with Employment Notice as required by 820 ILCS 175/10;
 - v. Whether Defendant Ideal failed to provide day or temporary laborers with Wage Payment and Notice as required by 820 ILCS 175/30;
 - vi. Whether Defendants Ideal and APEX failed to provide day or temporary laborers with the minimum four (4) hours of compensation when contracted to work and not utilized as required by 820 ILCS 175/30(g);

- c. Plaintiffs will fairly and adequately represent and protect the interests of the Class Members. Plaintiffs' Counsel is competent and experienced in litigating large wage and hour and other employment class actions.
- d. The class action is an appropriate method for the fair and efficient adjudication of the controversy. Certification of this case as a class action will allow those similarly situated persons to litigate their claims in the manner that is most efficient and economical for the parties and the judicial system. Certifying this case as a class action is superior because Plaintiffs and the class seek injunctive relief that will affect all class members in a common way. Furthermore, those class members still employed by Defendant Ideal may be reluctant to raise individual claims for fear of retaliation.

COUNT I

Violation of the Illinois Minimum Wage Law-Overtime Wages
(Plaintiffs Ismael Andrade, Jose Hernandez, and Berenice Jacinto on their own behalf and
on behalf of a class against Defendants Ideal, Deastis, Menzies, Alitalia, and Gate Gourmet
Only)

Plaintiffs incorporate and reallege paragraphs 1 through 67 as though set forth herein.

- 68. This count arises from the violation of the IMWL for Defendants Ideal, Deastis, Menzies, Alitalia, and Gate Gourmet's failure to pay Plaintiffs Ismael Andrade, Berenice Jacinto, Jose Hernandez and the class that they represent all their earned overtime pay for time worked in excess of forty (40) hours in individual workweeks.
- 69. Since July 17, 2005, Plaintiffs Ismael Andrade, Berenice Jacinto, Jose Hernandez were required and/or permitted by Defendants Ideal, Deastis, Menzies, Alitalia, and Gate Gourmet and its third party clients to work in excess of forty (40) hours in individual workweeks, and Plaintiffs Ismael Andrade, Berenice Jacinto, Jose Hernandez did work in excess of (40) hours in individual work weeks. See paragraph 58, *supra*.
- 70. Since July 17, 2005, other similarly situated employees were directed by Defendants Ideal, Menzies, Alitalia, and Gate Gourmet to work and did work in excess of forty (40) hours in certain individual workweeks. The specific dates and locations at which Plaintiffs Ismael Andrade, Jose Hernandez, Berenice Jacinto, and other similar situated employees of Defendants were not compensated for all time worked in excess of forty (40) hours are contained in documents which are in the possession of, or are required to be in the possession of,

Defendants Ideal, Deastis, Menzies, Alitalia, and Gate Gourmet pursuant to the IMWL, the FLSA and the IDTLSA.

- 71. Plaintiffs Ismael Andrade, Jose Hernandez, Berenice Jacinto, and the class members were entitled to be paid at the rate of one and one-half times their regular hourly rate of pay for all time worked in excess of forty (40) hours in individual work weeks.
- 72. Defendants Ideal, Deastis, Menzies, Alitalia, and Gate Gourmet did not pay Plaintiffs Ismael Andrade, Jose Hernandez, Berenice Jacinto, and other similarly situated employees overtime wages at the rate of one and one half time their regular rate for all time they worked in excess of forty (40) hours in individual work weeks. See paragraph 58, *supra*.
- 73. Defendants Ideal, Deastis, Menzies, Alitalia, and Gate Gourmet's failure to pay overtime wages to Plaintiffs Ismael Andrade, Jose Hernandez, Berenice Jacinto, and the class violated the maximum hour provisions of the IMWL.
- 74. Plaintiffs Ismael Andrade, Jose Hernandez, and Berenice Jacinto represent all current and former employees of Defendants Ideal, Deastis, Menzies, Alitalia, and Gate Gourmet who have not been paid overtime wages for all time worked in excess of forty (40) hours in individual work weeks since July 17, 2005, through and including the present.

WHEREFORE, Plaintiffs Ismael Andrade, Jose Hernandez, Berenice Jacinto, and the class pray for a judgment against Defendants Ideal, Deastis, Menzies, Alitalia, and Gate Gourmet as follows:

- A. That the Court determine that this action may be maintained as a class action under 735 ILCS 5/2-801;
- B. A judgment in the amount of all back wages due as provided by the IMWL;
- C. Prejudgment interest on the back wages in accordance with 815 ILCS 205/2 and punitive damages pursuant to the formula set forth in 820 ILCS 105/12(a);
- D. Reasonable attorneys' fees and costs of this action as provided by the IMWL, 820 ILCS 105/1 et seq.;
- E. A determination of the rights of the parties and a direction to Defendants to account for all hours worked and wages paid to the class members during the temporality of the class;
- F. Such other and further relief as this Court deems appropriate and just.

COUNT II

Violation of the Illinois Day and Temporary Labor Services Act-Overtime Wages (Plaintiffs Ismael Andrade, Jose Hernandez, and Berenice Jacinto on their own behalf and on behalf of a class against Defendants Ideal, Deastis, Menzies, Alitalia, and Gate Gourmet Only)

Plaintiffs incorporate and reallege paragraphs 1 through 74 as though set forth herein.

- 75. This count arises from the violation of the IDTLSA for Defendants Ideal, Deastis, Menzies, Alitalia, and Gate Gourmet's failure to pay Plaintiffs Ismael Andrade, Berenice Jacinto, Jose Hernandez and the class that they represent all their earned overtime pay for time worked in excess of forty (40) hours in individual workweeks.
- 76. Since January 1, 2006, Plaintiffs Ismael Andrade, Berenice Jacinto, Jose Hernandez were required and/or permitted by Defendants Ideal, Deastis, Menzies, Alitalia, and Gate Gourmet and its third party clients to work in excess of forty (40) hours in individual workweeks, and Plaintiffs Ismael Andrade, Berenice Jacinto, Jose Hernandez did work in excess of (40) hours in individual work weeks. See paragraph 58, *supra*.
- 77. Since January 1, 2006, other similarly situated employees were directed by Defendants Ideal, Menzies, Alitalia, and Gate Gourmet to work and did work in excess of forty (40) hours in certain individual workweeks. The specific dates and locations at which Plaintiffs Ismael Andrade, Jose Hernandez, Berenice Jacinto, and other similar situated employees of Defendants were not compensated for all time worked in excess of forty (40) hours are contained in documents which are in the possession of, or are required to be in the possession of, Defendants Ideal, Deastis, Menzies, Alitalia, and Gate Gourmet pursuant to the IMWL, the FLSA and the IDTLSA.
- 78. Plaintiffs Ismael Andrade, Jose Hernandez, Berenice Jacinto, and the class members were entitled to be paid at the rate of one and one-half times their regular hourly rate of pay for all time worked in excess of forty (40) hours in individual work weeks.
- 79. Defendants Ideal, Deastis, Menzies, Alitalia, and Gate Gourmet did not pay Plaintiffs Ismael Andrade, Jose Hernandez, Berenice Jacinto, and other similarly situated

employees overtime wages at the rate of one and one half time their regular rate for all time they worked in excess of forty (40) hours in individual work weeks. See paragraph 58, supra.

- 80. Defendants Ideal, Deastis, Menzies, Alitalia, and Gate Gourmet's failure to pay overtime wages to Plaintiffs Ismael Andrade, Jose Hernandez, Berenice Jacinto, and the class violated the IDTLSA.
- 81. Plaintiffs Ismael Andrade, Jose Hernandez, and Berenice Jacinto represent all current and former employees of Defendants Ideal, Deastis, Menzies, Alitalia, and Gate Gourmet who have not been paid overtime wages for all time worked in excess of forty (40) hours in individual work weeks since January 1, 2006.
- 82. Pursuant to 820 ILCS 175/95(a)(1), Plaintiffs and members of the class are entitled to recover an equal amount of their unpaid wages as liquidated damages since January 1, 2006.

WHEREFORE, Plaintiffs Ismael Andrade, Jose Hernandez, Berenice Jacinto, and the class pray for a judgment against Defendants Ideal, Deastis, Menzies, Alitalia, and Gate Gourmet as follows:

- A. That the Court determine that this action may be maintained as a class action under 735 ILCS 5/2-801;
- B. A judgment for liquidated damages in an amount equal to the amount of unpaid overtime compensation found due since January 1, 2006 pursuant to 820 ILCS 175/95(a)(1);
- C. Reasonable attorneys' fees and costs of this action as provided by the IDTLSA, 820 ILCS 175/95;
- D. A determination of the rights of the parties and a direction to Defendants to account for all hours worked and wages paid to the class members during the temporality of the class;
- E. Such other and further relief as this Court deems appropriate and just.

COUNT III

Violation of the Illinois Minimum Wage Law – Minimum Wages (Plaintiffs on their own behalf and on behalf of a class against all Defendants)

Plaintiffs incorporate and reallege paragraphs 1 through 82 as though set forth herein.

- 83. This count arises from the violation of the IMWL for Defendants' failure to pay Plaintiffs and the class they represent the state-mandated minimum wages for all time they worked.
- 84. During the weeks ending November 4, 2007 and November 11, 2007, Plaintiffs were not compensated for all time they worked during those individual work weeks as described in paragraph 59, *supra*, and as a result, their hourly wage fell below the Illinois minimum wage.
- 85. Since July 17, 2005, other class members were similarly not compensated for all hours worked in certain work weeks and, as a result, their hourly wages likewise fell below the Illinois minimum wage. The specific dates and locations at which Plaintiffs and other similar situated employees of Defendants' were not compensated the Illinois minimum wage for all time worked are contained in documents which are in the possession of, or are required to be in the possession of, Defendant Ideal and its third party clients pursuant to the IMWL, the FLSA and the IDTLSA.
- 86. Plaintiffs and the class members were entitled to be paid at least the Illinois minimum wage for all time worked.
- 87. Defendants' failure to pay the Illinois minimum wage rate to Plaintiffs and the Class violated the minimum wage provisions of the IMWL.
- 88. Plaintiffs represent all current and former employees of Defendants' who have not been paid minimum wages in the three (3) years prior to Plaintiffs filing their lawsuit, through and including the present.
- 89. Pursuant to 820 ILCS 105/12(a), Plaintiffs and members of the class are entitled to recover unpaid wages for the three (3) years prior to the filing of this suit, plus damages in the amount of two percent (2%) per month of the amount of underpayment.

A. That the Court determine that this action may be maintained as a class action under 735 ILCS 5/2-801;

- B. A judgment in the amount of all back wages due as provided by the IMWL;
- C. Prejudgment interest on the back wages in accordance with 815 ILCS 205/2 and punitive damages pursuant to the formula set forth in 820 ILCS 105/12(a);
- D. Reasonable attorneys' fees and costs of this action as provided by the IMWL, 820 ILCS 105/1 et seq.;
- E. A determination of the rights of the parties and a direction to Defendants to account for all hours worked and wages paid to the class members during the temporality of the class;
- F. Such other and further relief as this Court deems appropriate and just.

COUNT IV

Violation of the Illinois Day and Temporary Labor Services Act – Minimum Wages (Plaintiffs on their own behalf and on behalf of a class against all Defendants)

Plaintiffs incorporate and reallege paragraphs 1 through 89 as though set forth herein.

- 90. This count arises from the violation of the IDTLSA for Defendants' failure to pay Plaintiffs and the class they represent the state-mandated minimum wages for all time they worked.
- 91. During the weeks ending November 4, 2007 and November 11, 2007, Plaintiffs were not compensated for all time they worked during those individual work weeks as described in paragraph 59, *supra*, and as a result, their hourly wage fell below the Illinois minimum wage.
- 92. Since July 17, 2005, other class members were similarly not compensated for all hours worked in certain work weeks and, as a result, their hourly wages likewise fell below the Illinois minimum wage. The specific dates and locations at which Plaintiffs and other similar situated employees of Defendants' were not compensated the Illinois minimum wage for all time worked are contained in documents which are in the possession of, or are required to be in the possession of, Defendant Ideal and its third party clients pursuant to the IMWL, the FLSA and the IDTLSA.
- 93. Plaintiffs and the class members were entitled to be paid at least the Illinois minimum wage for all time worked.

- 94. Defendants' failure to pay the Illinois minimum wage rate to Plaintiffs and the Class violated the IDTLSA.
- 95. Plaintiffs represent all current and former employees of Defendants' who have not been paid minimum wages since January 1, 2006.
- 96. Pursuant to 820 ILCS 175/95(a)(1), Plaintiffs and members of the class are entitled to recover an equal amount of their unpaid wages as liquidated damages since January 1, 2006.

- A. That the Court determine that this action may be maintained as a class action under 735 ILCS 5/2-801;
- B. A judgment for liquidated damages in an amount equal to the amount of unpaid overtime compensation found due since January 1, 2006 pursuant to 820 ILCS 175/95(a)(1);
- Reasonable attorneys' fees and costs of this action as provided by the IDTLSA,
 820 ILCS 175/95;
- D. A determination of the rights of the parties and a direction to Defendants to account for all hours worked and wages paid to the class members during the temporality of the class;
- E. Such other and further relief as this Court deems appropriate and just.

COUNT V

Violation of the Illinois Wage Payment and Collection Act— Unpaid Wages, Non Issuance of Final Checks (Plaintiffs on their own behalf and on behalf of a class against all Defendants)

Plaintiffs incorporate and reallege paragraphs 1 through 96 as though set forth herein.

97. This count arises from the violation of the IWPCA for Defendants' failure to pay Plaintiffs and the class they represent wages for all time worked at the rate agreed to by the parties.

- 98. During the weeks ending November 4, 2007 and November 11, 2007, Plaintiffs were not compensated for all time they worked during that individual work week as described in paragraph 60, *supra*.
- 99. Since July 17, 2003, other class members were similarly not compensated for all time worked in certain work weeks. The specific dates and locations at which Plaintiffs and other similarly situated employees of Defendants were not compensated for all time worked are contained in documents which are in the possession of, or are required to be in the possession of, Defendants and its third party clients pursuant to the IMWL, the FLSA and the IDTLSA.
- 100. Plaintiffs and the class members were entitled to be paid for all time worked at the rate agreed to by the parties.
- 101. Defendants' failure to pay Plaintiffs and the class members for all time worked at the rate agreed to by the parties violated the IWPCA.
- 102. Plaintiffs represent all current and former employees of Defendants' who have not been paid for all time worked at the rate agreed to by the parties in the five (5) years prior to Plaintiffs filing their lawsuit, through and including the present.

- A. That the Court determine that this action may be maintained as a class action under 735 ILCS 5/2-801;
- B. A judgment in the amount of all back wages due, as provided by the IWPCA;
- C. Prejudgment interest on the back wages in accordance with 815 ILCS 205/2;
- D. An injunction precluding Defendants from violating the IWPCA, 820 ILCS 115/1 et seq.;
- E. Such other and further relief as this Court deems appropriate and just.

COUNT VI

Violation of the Illinois Day and Temporary Labor Services Act –
Unpaid Wages-Non-Issuance of Final Checks
(Plaintiffs on their own behalf and on behalf of a class against all Defendants)

Plaintiffs incorporate and reallege paragraphs 1 through 102 as though set forth herein.

- 103. This count arises from the violation of the IDTLSA for Defendants' failure to pay Plaintiffs and the class they represent wages for all time worked at the rate agreed to by the parties.
- 104. During the course of their employment with Defendants, Plaintiffs were not compensated for all time they worked in certain work weeks. See paragraph 60, supra.
- 105. Other class members were similarly not compensated for all time worked in certain work weeks.
- 106. Plaintiffs and the class members were entitled to be paid for all time worked at the rate agreed to by the parties.
- 107. Defendants' failure to pay Plaintiffs and the class members for all time worked at the rate agreed to by the parties violated the IWPCA, a wage and hour violation as incorporated into the IDTLSA. 820 ILCS 175/95(a)(1). Pursuant to 820 ILCS 175/95(a)(1), Plaintiffs and members of the class are entitled to recover an amount equal to their earned wages as liquidated damages since January 1, 2006.
- 108. Plaintiffs represent all current and former employees of Defendants who have not been paid for all time worked at the rate agreed to by the parties since January 1, 2006.

- A. That the Court determine that this action may be maintained as a class action under 735 ILCS 5/2-801;
- B. A judgment in the amount of all back wages due as provided by the IDTLSA;
- C. That the Court award Plaintiffs and Class Members liquidated damages in an amount equal to the amount of unpaid overtime compensation found due since January 1, 2006 pursuant to 820 ILCS 175/95(a)(1);
- Reasonable attorneys' fees and costs of this action as provided by the IDTLSA,
 820 ILCS 175/95;
- E. A determination of the rights of the parties and a direction to Defendants to account for all hours worked and wages paid to the class members during the temporality of the class;

F. Such other and further relief as this Court deems appropriate and just.

COUNT VII

Violation of the Illinois Day and Temporary Labor Services Act-Unpaid Wages-Statutory Minimum Pay of four (4) hours for a contracted work day (Plaintiffs Berenice Jacinto and Lucia Portillo on their own behalf and on behalf of a class against Defendants Ideal Staffing and APEX Only)

Plaintiffs incorporate and reallege paragraphs 1 through 108 as though set forth herein.

- 109. This count arises from the violation of the IDTLSA for Defendants Ideal's and APEX's failure to pay Plaintiffs Berenice Jacinto and Lucia Portillo and the class that they represent for a minimum of four (4) hours of pay in accordance with 820 ILCS 175/30(g).
- 110. Plaintiffs Berenice Jacinto and Lucia Portillo and the class they represent were contracted by Defendants Ideal to work on December 7, 2007 at Defendant APEX, and were not utilized, or paid the statutorily provided four (4) hours of pay for a contracted day. See paragraph 64, supra.
- 111. Pursuant to 820 ILCS 175/30(g), Plaintiffs Berenice Jacinto, Lucia Portillo and the class members are entitled to be paid for the statutory minimum of four (4) hours of pay when contracted to work, but not utilized.
- 112. Defendants Ideal and APEX's failure to pay Plaintiffs Berenice Jacinto, Lucia Portillo and the class members for the statutorily provided four (4) hours of pay for a contracted day violated the IDTLSA, 820 ILCS 175/30(g).
- 113. Pursuant to 820 ILCS 175/95(a)(1), Plaintiffs Berenice Jacinto, Lucia Portillo and members of the class are entitled to recover their four (4) hours of pay and an equal amount in liquidated damages from January 1, 2006.
- 114. Plaintiffs Berenice Jacinto and Lucia Portillo represent all current and former employees of Defendants Ideal and Defendant APEX who have not been paid the statutorily provided four (4) hours of pay for a day of contracted work without being utilized.

WHEREFORE, Plaintiffs Berenice Jacinto and Lucia Portillo and the class pray for a judgment against Defendant Ideal and Defendant APEX, as follows:

- A. That the Court determine that this action may be maintained as a class action under 735 ILCS 5/2-801;
- B. A judgment in the amount of all back wages due as provided by the IDTLSA;
- C. That the Court award Plaintiffs Berenice Jacinto and Lucia Portillo and Class Members liquidated damages in an amount equal to the amount of unpaid wages found due for December 7, 2007 pursuant to 820 ILCS 175/95(a)(1);
- D. Reasonable attorneys' fees and costs of this action as provided by the IDTLSA, 820 ILCS 175/95;
- E. A determination of the rights of the parties and a direction to Defendants Ideal and APEX to account for all hours worked and wages paid to the class members during the temporality of the class;
- F. Such other and further relief as this Court deems appropriate and just.

COUNT VIII

Violation of the Illinois Day and Temporary Labor Services Act-Employment Notices (Plaintiffs on their own behalf and on behalf of a class against Defendant Ideal Only)

Plaintiffs incorporate and reallege paragraphs 1 through 114 as though set forth herein.

- 115. This count arises from the violation of the IDTLSA for Defendants Ideal's failure to provide Plaintiffs and similarly situated employees with Employment Notices as required by the IDTLSA.
- 116. Defendants Ideal's employed Plaintiffs and other similarly situated day or temporary laborers from before January 1, 2006.
- 117. In employing Plaintiffs and other similarly situated day or temporary laborers, Defendants Ideal's failed to provide such persons with Employment Notices as required by the IDTLSA. 820 ILCS 175/10.
- 118. Defendants Ideal's failed to provide Plaintiffs and other similarly situated day or temporary laborers with Employment Notices at the time of dispatch to third party clients as required by the IDTLSA. 820 ILCS 175/10.

- 119. Plaintiffs represent all current and former employees of Defendants Ideal's who have not received Employment Notices at the time of dispatch to third party clients since July 17, 2003, through and including the present.
- 120. Defendants Ideal and Deastis violated the IDTLSA by failing to provide to Plaintiffs and Class Members with Employment Notices as required by the IDTLSA 820 ILCS 175/10.

WHEREFORE Plaintiffs and the class pray for a judgment against Defendants Ideal and Deastis, as follows:

- A. That the Court determine that this action may be maintained as a class action under 735 ILCS 5/2-801;
- B. That the Court declare that Defendant Ideal have violated the Employment Notice provision of the IDTLSA. 820 ILCS 175/10;
- C. That the Court enjoin Defendant from violating the IDTLSA;
- D. That the Court award Plaintiffs and Class Members compensatory damages and an amount up to \$500 for the violation of each subpart of each Section of the IDTLSA violated by Defendant;
- E. That Plaintiffs and the Class be awarded reasonable attorneys' fees and costs in bringing this action; and
- F. That the Court award such other and further relief as this Court may deem appropriate.

COUNT IX

Violation of Illinois Day and Temporary Labor Services Act-Wage Payment and Notice (Plaintiffs on their own behalf and on behalf of class against Defendant Ideal Only)

Plaintiffs incorporate and reallege paragraphs 1 through 120 of this Complaint.

121. This count arises from the violation of the IDTLSA for Defendant Ideal's failure to provide Plaintiffs and similarly situated employees with proper Wage Payment and Notices as required by the IDTLSA.

- 122. Defendant Ideal employed Plaintiffs and other similarly situated day or temporary laborers from before January 1, 2006.
- 123. In employing Plaintiffs and other similarly situated day or temporary laborers, Defendant Ideal failed to provide such persons with proper Wage Payment and Notices as required by the IDTLSA. 820 ILCS 175/30.
- 124. Specifically, Defendants Ideal failed to provide Plaintiffs and other similarly situated day or temporary laborers with a detailed itemized statement showing the number of hours worked by the day or temporary laborer at each third party client company each day during the pay period. For example, Plaintiff Ismael Andrade's pay stubs for the pay period ending June 24, 2007, Exhibit A as attached hereto, and Plaintiff Berenice Jacinto's pay stub for the pay period ending April 1, 2007, Exhibit B, as attached hereto.
- 125. In addition, Defendant Ideal failed to provide the name, address and telephone number of each third party client at which the day or temporary laborer worked or, in the alternative, a code which corresponded to such required information and which was made available to Plaintiffs and other similarly situated day or temporary laborers. See, for example, Plaintiff Ismael Andrade's pay stub for the pay period ending June 24, 2007, Exhibit A as attached hereto, and Plaintiff Berenice Jacinto's pay stub for the pay period ending April 1, 2007, Exhibit B, as attached hereto.
- 126. Defendant Ideal failed to provide Plaintiffs and other similarly situated day or temporary laborers with proper Wage Payment and Notices at the time of payment of wages as required by the IDTLSA. 820 ILCS 175/30.

- 127. Plaintiffs represent all current and former employees of Defendant Ideal who have not been provided proper Wage Payment and Notices at the time of payment of wages since January 1, 2006, through and including the present.
- 128. Defendant Ideal violated the IDTLSA by failing to provide to Plaintiffs and Class Members proper Wage Payment and Notices as required by the IDTLSA, 820 ILCS 175/30.

- A. That the Court determine that this action may be maintained as a class action under 735 ILCS 5/2-801;
- B. That the Court declare that Defendant Ideal violated the Wage Payment and Notice provision of the IDTLSA. 820 ILCS 175/30;
- C. That the Court enjoin Defendants Ideal from violating the IDTLSA;
- D. That the Court award Plaintiffs and Class Members compensatory damages and an amount up to \$500 for the violation of each subpart of each Section of the IDTLSA violated by Defendant Ideal;
- E. That Plaintiffs and the Class be awarded reasonable attorneys' fees and costs in bringing this action; and
- F. That the Court award such other and further relief as this Court may deem appropriate.

COUNT X

Violation of the Fair Labor Standards Act – Minimum Wages (Plaintiffs, individually, against all Defendants)

Plaintiffs hereby reallege and incorporate paragraphs 1 through 128 of this Complaint.

- 129. This count arises from Defendants' violation of the FLSA, 29 U.S.C. §201, et seq., for their failure to pay minimum wages to Plaintiffs and the class they represent the minimum wages for all the time they worked.
- 130. Since July 17, 2005, Defendants Ideal, Menzies, Alitalia, and Gate Gourmet have been Plaintiffs' employers as defined by the FLSA.

- 131. During the course of their employment by Defendants, Plaintiffs were not exempt from the minimum wage provisions of the FLSA, 29 U.S.C. §206.
- 132. During the weeks ending November 3, 2007 and November 10, 2007, Plaintiffs were not compensated for all time they worked during those individual work weeks as described in paragraph 59, *supra*, and as a result, their hourly wage fell below the then federally mandated minimum wage.
- 133. The specific dates and locations at which Plaintiffs were not compensated the then federally mandated minimum wage for all time worked are contained in documents which are in the possession of, or are required to be in the possession of, Defendant Ideal and its third party clients pursuant to the IMWL, the FLSA and the IDTLSA.
- 134. Pursuant to 29 U.S.C. § 206, Plaintiffs are entitled to be paid at least the federally mandated minimum wage for all time worked.
- 135. Defendants' failure to pay the minimum wage rate to Plaintiffs violated the minimum wage hour provisions of the FLSA, 29 U.S.C. § 206.
- 136. Defendants willfully violated the FLSA by refusing to pay Plaintiffs wages for all time worked.
- 137. Pursuant to 29 U.S.C. § 255, Plaintiffs are entitled to recover unpaid minimum wages for three years prior to the filing of this suit because Defendants' failure to pay minimum wages was a willful violation of the FLSA, 29 U.S.C. § 206.

- A. A judgment in the amount of unpaid minimum wages for all hours worked by Plaintiff other similarly situated employees;
- B. Liquidated damages in an amount equal to the amount of unpaid wages found to be due and owing;

- C. Reasonable attorneys' fees and costs incurred in filing this action; and
- D. Such other and further relief as this Court deems appropriate and just

COUNT XI

Violation of the Fair Labor Standards Act – Overtime Wages (Plaintiffs Ismael Andrade, Berenice Jacinto, and Jose Hernandez individually only against Defendants Ideal, Menzies, Alitalia, and Gate Gourmet only)

Plaintiffs incorporate and reallege paragraphs 1 through 137 as though set forth herein.

- 138. This count arises from Defendants Ideal, Menzies, Alitalia, and Gate Gourmet's violation of the FLSA, 29 U.S.C. §201, et seq., for their failure to pay overtime wages to Plaintiffs Ismael Andrade, Berenice Jacinto, and Jose Hernandez at a rate of one and one half times their regular hourly rate of pay.
- 139. Since July 17, 2005, Defendants Ideal, Menzies, Alitalia, and Gate Gourmet have been Plaintiffs' employers as defined by the FLSA.
- 140. During the course of their employment by Defendants Ideal, Menzies, Alitalia, and Gate Gourmet, Plaintiffs Ismael Andrade, Berenice Jacinto, and Jose Hernandez were not exempt from the overtime wage provisions of the FLSA, 29 U.S.C. §207.
- 141. Since July 17, 2005, Plaintiffs Ismael Andrade, Jose Hernandez, and Berenice Jacinto were required and/or permitted by Defendants Ideal, Menzies, Alitalia, and Gate Gourmet to work in excess of forty (40) hours in individual workweeks, and Plaintiffs did worked in excess of forty (40) hours in individual workweeks. See paragraph 58, supra.
- 142. Pursuant to 29 U.S.C. §207, Plaintiffs Ismael Andrade, Jose Hernandez, and Berenice Jacinto were entitled to be compensated at a rate of one and one-half times her regular hourly rate of pay for all time worked in excess of forty (40) hours in individual workweeks.

- 143. Defendants did not compensate Plaintiffs Ismael Andrade, Jose Hernandez, and Berenice Jacinto at a rate of one and one-half times their regular hourly rate of pay for all time worked in excess of forty (40) hours in that individual work weeks. See paragraph 58, supra.
- 144. Defendants Ideal, Menzies, Alitalia, and Gate Gourmet's failure to pay overtime wages to Plaintiffs Ismael Andrade, Jose Hernandez, and Berenice Jacinto for all time worked in excess of forty (40) hours per week violated the FLSA, 29 U.S.C. § 207.
- 145. Defendants Ideal, Menzies, Alitalia, and Gate Gourmet willfully violated the FLSA by refusing to pay Plaintiffs Ismael Andrade, Jose Hernandez, and Berenice Jacinto overtime wages for all time worked in excess of forty (40) hours per week.
- 146. Plaintiffs Ismael Andrade, Jose Hernandez, and Berenice Jacinto are entitled to recover unpaid wages for up to three years prior to the filing of this suit because Defendant Ideal, Menzies, Alitalia, and Gate Gourmet's failure to pay overtime wages for hours worked in excess of forty (40) hours per week was a willful violation of the FLSA, 29 U.S.C. §207.

WHEREFORE, Plaintiffs Ismael Andrade, Jose Hernandez, and Berenice Jacinto pray for a judgment against Defendants Ideal, Menzies, Alitalia, and Gate Gourmet as follows:

- A. A judgment in the amount of one and one-half times Plaintiffs Ismael Andrade, Jose Hernandez, and Berenice Jacinto's regular rate for all time they worked in excess of forty (40) hours per week;
- B. Liquidated damages in an amount equal to the amount of unpaid overtime compensation found due;
- C. Reasonable attorneys' fees and costs incurred in filing this action; and
- D. Such other and further relief as this Court deems appropriate and just.

Respectfully submitted,

Dated: July 17, 2008

JOHN E. UNTEREKER
CHRISTOPHER J. WILLIAMS
Working Hands Legal Clinic (#44534)
77 W. Washington, Suite 1402

Chicago, Il 60602 (312) 795-9115

Attorneys for Plaintiffs

EXHIBIT A

Earnings Statement

to 6/24/2007 6/18/2007 6/29/2007 Pay Period: Pay Date:

24445 Check#:

BENSENVILLE, IL 60106 SMAEL ANDRADE

> XXX-XX-3766 SINGLE

Social Security Number:

Marital Status:

Department Number: Employee Number:

0420

7.0000

9

Number Of Allowances:

49 00 3260.5

Net Pay This Period	\$55.25	
Total Deductions This Period	\$6.25	
Gross Pay This Period	00'69\$	
Gross Pay Year To Date Gross Pay This Period Total Deductions This Period	\$3,260.50	

IDEAL STAFFING SOLUTIONS INC 170 NORTH PINE LANE BENSENVILLE, IL 60106

EXHIBIT B

Earnings Statement

3/26/2007 4/06/2007 Pay Period: Pay Date:

4/01/2007

В

23162 Check#:

BERNICE JACINTO 1066 IRVING PARK RD BENSENVILLE, IL 60106

XXX-XX-9087 MARRIED

Social Security Number:

Marital Status:

Department Number: Employee Number:

Number Of Allowances:

Rate:

0703

9.0000

	Year-To-Date	315.95	30.87 - 399.65			
Taxes and Deductions	This Period	27.54	- 31.32			
	Description	FICA	-			
	Year-To-Date	4022.10				
Hours and Earnings	This Period	260.00				
	Hours	60.05				
	Description	REGLAR 0/TIME				

Net Pay This Period	
 Total Deductions This Period	-91.16
Gross Pay This Period Total Deductions This Period	\$360.00
Closs ray rear to bate	\$4,130.10

IDEAL STAFFING SOLUTIONS INC 170 NORTH PINE LANE BENSENVILLE, IL 60106





Earnings Statement

3/26/2007 to 4/01/2007 Pay Period:

4/06/2007 Pay Date:

23163 Check #:

BERNICE JACINTO 1066 IRVING PARK RD BENSENVILLE, IL 60106

XXX-XXX-9087 MARRIED

Social Security Number:

Marital Status:

Department Number: Employee Number:

Number Of Allowances:

Rate:

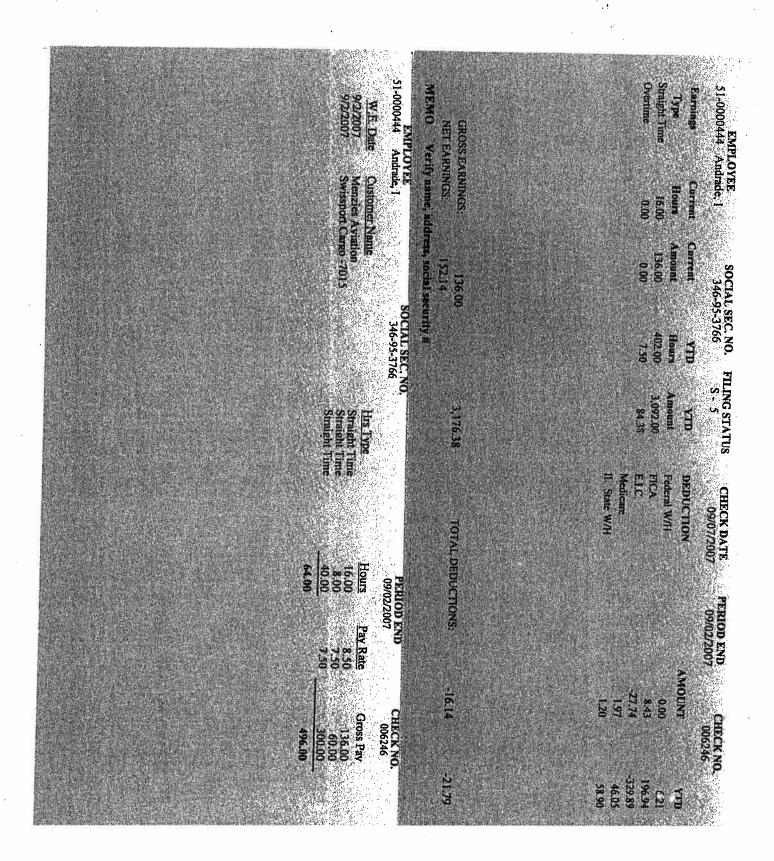
9.0000

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	Description	FICE	11L ST						
	Year-To-Date	4022.10	108.0						
Hours and Eamings	This Period	154.35							
Hours	Hours	17.15							
	Description	REGLAR	O/TIME						

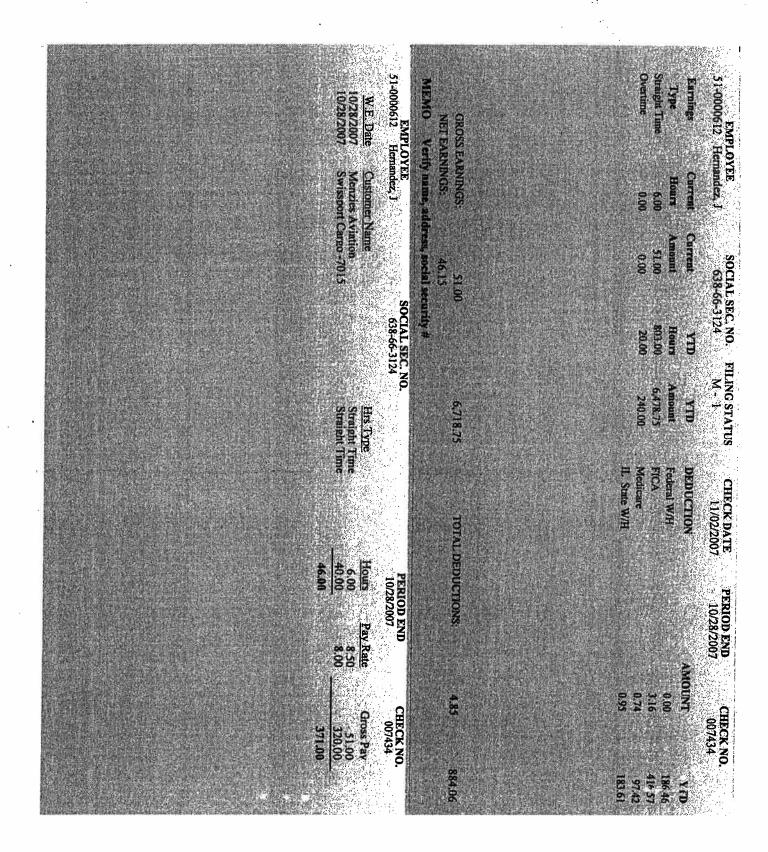
Not Pay This Period	\$174.03
Ions This Period	\$19.68-
Gross Pay This Period Total Deductions This Period	35
Gross Pay This Per	\$4,130.10
Gross Pay Year To Date	4,130.10
Gross Pay	•

A36

IDEAL STAFFING SOLUTIONS INC 170 NORTH PINE LANE BENSENVILLE, IL 60106



EXHIBIL D



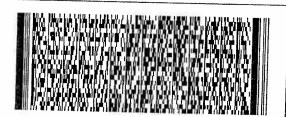
From: Origin ID: SPIA (217) 698-8710 Dave Weber FAXXON LGL INFO SVCS, INC 2501 Chatham Road SUITE 110 SPRINGFIELD, IL 62704

SHIP TO: (800) 221-2972

Lauren DePass Blumberg Excelsion **62 White Street**

BILL RECIPIENT

New Yorl, NY 10013



Ship Date: 28JUL08 ActWgt: 1.0 LB System#: 1102224/INET8061 Account#: S ********

Delivery Address Bar Code



Ref # Invoice # PO # Dept #

7970 3662 7006

TUE - 29JUL **A1** STANDARD OVERNIGHT

NH AYZA

10013 NY-US **EWR**



EXHIBIT F

SUMMONS

To each Defendant:

YOU ARE SUMMONED and required to file an answer to the complaint in this case, a copy of which is hereto attached, or otherwise file your appearance, and pay the required fee, in the Office of the Clerk of this Court at the following location:

Richard J. Daley Center, 50 W. Washington, Room 802 , Chicago, Illinois 60602

- ☐ District 2 Skokie 5600 Old Orchard Rd. Skokie, IL 60077
- ☐ District 3 Rolling Meadows 2121 Euclid Rolling Meadows, IL 60008
- ☐ District 4 Maywood 1500 Maybrook Ave. Maywood, IL 60153

- ☐ District 5 Bridgeview 10220 S. 76th Ave. Bridgeview, IL 60455
- District 6 Markham 16501 S. Kedzie Pkwy. Markham, IL 60426
- Child Support 28 North Clark St., Room 200 Chicago, Illinois 60602

You must file within 30 days after service of this Summons, not counting the day of service. IF YOU FAIL TO DO SO, A JUDGMENT BY DEFAULT MAY BE ENTERED AGAINST YOU FOR THE RELIEF REQUESTED IN THE COMPLAINT.

To the officer:

This Summons must be returned by the officer or other person to whom it was given for service, with endorsement of service and fees, if any, immediately after service. If service cannot be made, this Summons shall be returned so endorsed. This Summons may not be served later than 30 days after its date.

WITNESS. Atty. No.: 44534 Name: John E. Untereker/Working Hands Legal Clinic Atty. for: Plaintiffs Clerk of Court Address: 77 W. Washington St., Suite 1402 Date of servi City/State/Zip: Chicago, IL 60602 (To be inserted by officer on copy left with defendant Telephone: (312)-795-9115 other person) Service by Facsimile Transmission will be accepted at:

(Area Code) (Facsimile Telephone Number)

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS COUNTY, DEPARTMENT, CHANCERY DIVISION

MARCELINO ANDRADE, BERENIGE TACINTO, AMERICA GARCIA, ORALIA PALACIOS, MIGUEL RUBIO, ISMAEL ANDRADE, JOSE HERNANDEZ, LUCIA PORTILLO, RENE CORDOBA, and FRANCISCO MEDINA, on behalf of themselves and all other persons similarly situated, known and unknown,

Plaintiffs,

v.

Case No.

IDEAL STAFFING SOLUTIONS, INC., UAL, INC., ALITALIA AIRLINES, SINGAPORE AIRLINES, GATE GOURMET, INC., AIR MENZIES INTERNATIONAL (USA), INC., SWISSPORT CARGO SERVICES, INC., APEX PLASTIC FINISHING COMPANY, JD NORMAN INDUSTRIES, INC. and DIEGO DEASTIS, individually,

Defendants.

08CH25610

COMPLAINT

Plaintiffs Marcelino Andrade, America Garcia, Berenice Jacinto, Oralia Palacios, Miguel Rubio, Ismael Andrade, Jose Hernandez, Lucia Portillo, Rene Cordoba, and Francisco Medina, on behalf of themselves and other similarly situated employees, known and unknown, through their attorneys, for their Complaint against Defendants Ideal Staffing Solutions, Inc. ("Ideal"), UAL, Inc. ("United"), Alitalia Airlines ("Alitalia"), Singapore Airlines ("Singapore"), Gate Gourmet, Inc. ("Gate Gourmet"), Air Menzies International(USA), Inc. ("Menzies"), Swissport Cargo Services, Inc. ("Swissport"), APEX Plastic Finishing Company ("APEX"), JD Norman Industries, Inc. ("JD Norman"), and Diego Deastis ("Deastis"), individually, (collectively "Defendants"), state as follows:

I. INTRODUCTION

1. Plaintiffs are low-wage workers who were hired by a temporary staffing agency, Ideal, to work at eight different client companies located at or near O'Hare International Airport, including United, Alitalia, Singapore Airlines, Gate Gourmet, Menzies, and Swissport. Plaintiffs make a claim for unpaid overtime and other earned wages on behalf of themselves and a class of similarly situated employees. Plaintiffs and the class seek recovery of their owed wages from Ideal and Ideal's client companies jointly in that all benefited from the illegal schemes used to deny Plaintiffs and the class their earned wages thereby reducing labor costs. Plaintiffs also seek recovery for Defendants' violation of protections specifically guaranteed to day laborers by Illinois law.

II. NATURE OF PLAINTIFFS' CLAIMS

2. This lawsuit arises under the Illinois Minimum Wage Law, 820 ILCS 105/1 et seq. ("IMWL"), the Illinois Wage Payment and Collection Act, 820 ILCS 115/1 et seq. ("IWPCA"), and the Illinois Day and Temporary Labor Services Act, 820 ILCS 115/1 et seq. ("IDTLSA"), for: 1) Defendants Ideal, Deastis, Menzies, Alitalia, and Gate Gourmet's failure to pay overtime wages to Plaintiffs Ismael Andrade, Jose Hernandez, Berenice Jacinto, and other similarly situated employees in violation of the IMWL and the IDTLSA; 2) all Defendants' failure to pay minimum wages to Plaintiffs and other similarly situated employees in violation of the IMWL and IDTLSA; 3) all Defendants' failure to pay all earned wages to Plaintiffs and other similarly situated employees in violation of the IWPCA and the IDTLSA; 4) Defendant Ideal's failure to compensate Plaintiffs Berenice Jacinto, Lucia Portillo and similarly situated employees for a minimum of four (4) hours on days when they were contracted to work, but were not utilized as required by the IDTLSA; 5) Defendant Ideal's failure to provide Plaintiffs and

similarly situated employees with Employment Notices as required by the IDTLSA; 6) Defendant Ideal's failure to provide Plaintiffs and similarly situated employees with proper Wage Payment and Notices as required by the IDTLSA. Plaintiffs bring this lawsuit as a class action, under Illinois Code of Civil Procedure 735 ILCS 5/2-801 et seq., seeking damages and other equitable relief under the IMWL, the IWPCA and the IDTLSA on behalf of Plaintiffs and all other similarly situated employees of Defendants. Plaintiffs Ismael Andrade, Jose Hernandez, and Berenice Jacinto also bring individual claims under the Fair Labor Standards Act, 29 U.S.C. §201 et seq. ("FLSA") for Defendants Ideal, Deastis, Menzies, Alitalia, and Gate Gourmet's failure to pay federally mandated minimum wages and overtime wages.

3. The "IMWL Class Period" for the IMWL overtime and minimum wage claims is designated as the period beginning July 17, 2005 based on the limitations period of the IMWL. The "IWPCA Class Period" for the IWPCA claim is designated as the period beginning July 17, 2003 based on the limitations period of the IWPCA. The "IDTLSA Class Period" for the IDTLSA claims is designated as the period beginning January 1, 2006, the effective date of the IDTLSA, to the present, based upon Plaintiffs' allegations that the violations of the IDTLSA, as described more fully below, have been ongoing since that time.

III. JURISDICTION

4. Jurisdiction in this Court is proper pursuant to 735 ILCS 5/2-209(a)(1) because Defendants committed the violations of the IMWL, the IWPCA and the IDTLSA complained of herein in Illinois and, pursuant to 735 ILCS 5/2-209(b)(4), because Defendants conduct and transact business from and within the state of Illinois.

IV. VENUE

5. Venue is proper in this judicial district pursuant to 735 ILCS 5/2-101 in that Plaintiffs and other members of the Class performed work for Defendants within Cook County, Illinois, a substantial number of the acts complained of herein occurred within Cook County, Illinois, and Defendants have maintained offices and transacted business during the Class Period within Cook County, Illinois.

V. PARTIES

A. Plaintiffs

- 6. At all relevant times, Plaintiff Marcelino Andrade has been an "employee" of Defendant Ideal, as that term is defined by the IMWL, IWPCA, and the FLSA, and has been employed by Defendant Ideal as a "day or temporary laborer" as that term is defined by the IDTLSA, 820 ILCS 175/5, and has been leased by Defendant Ideal to work as a day or temporary laborer at various third party client companies, including Swissport and Alitalia.
- 7. At all relevant times, Plaintiff America Garcia has been an "employee" of Defendant Ideal, as that term is defined by the IMWL, IWPCA, and the FLSA, and has been employed by Defendant Ideal as a "day or temporary laborer" as that term is defined by the IDTLSA, 820 ILCS 175/5, and has been leased by Defendant Ideal to work as a day or temporary laborer at various third party client companies, including JD Norman and APEX.
- 8. At all relevant times, Plaintiff Berenice Jacinto has been an "employee" of Defendant Ideal, as that term is defined by the IMWL, IWPCA, and the FLSA, and has been employed by Defendant Ideal as a "day or temporary laborer" as that term is defined by the IDTLSA, 820 ILCS 175/5, and has been leased by Defendant Ideal to work as a day or temporary laborer at various third party client companies, including APEX and Gate Gourmet.

- 9. At all relevant times, Plaintiff Oralia Palacios has been an "employee" of Defendant Ideal, as that term is defined by the IMWL, IWPCA, and the FLSA, and has been employed by Defendant Ideal as a "day or temporary laborer" as that term is defined by the IDTLSA, 820 ILCS 175/5, and has been leased by Defendant Ideal to work as a day or temporary laborer at various third party client companies, including JD Norman.
- Defendant Ideal, as that term is defined by the IMWL, IWPCA, and the FLSA, and has been employed by Defendant Ideal as a "day or temporary laborer" as that term is defined by the IDTLSA, 820 ILCS 175/5, and has been leased by Defendant Ideal to work as a day or temporary laborer at various third party client companies, including Menzies.
- Defendant Ideal, as that term is defined by the IMWL, IWPCA, and the FLSA, and has been employed by Defendant Ideal as a "day or temporary laborer" as that term is defined by the IDTLSA, 820 ILCS 175/5, and has been leased by Defendant Ideal to work as a day or temporary laborer at various third party client companies, including Menzies and Alitalia.
- 12. At all relevant times, Plaintiff Jose Hernandez has been an "employee" of Defendant Ideal, as that term is defined by the IMWL, IWPCA, and the FLSA, and has been employed by Defendant Ideal as a "day or temporary laborer" as that term is defined by the IDTLSA, 820 ILCS 175/5, and has been leased by Defendant Ideal to work as a day or temporary laborer at various third party client companies, including Menzies and Alitalia.
- 13. At all relevant times, Plaintiff Lucia Portillo has been an "employee" of Defendant Ideal, as that term is defined by the IMWL, IWPCA, and the FLSA, and has been employed by Defendant Ideal as a "day or temporary laborer" as that term is defined by the

IDTLSA, 820 ILCS 175/5, and has been leased by Defendant Ideal to work as a day or temporary laborer at various third party client companies, including APEX.

- 14. At all relevant times, Plaintiff Rene Cordoba has been an "employee" of Defendant Ideal, as that term is defined by the IMWL, IWPCA, and the FLSA, and has been employed by Defendant Ideal as a "day or temporary laborer" as that term is defined by the IDTLSA, 820 ILCS 175/5, and has been leased by Defendant Ideal to work as a day or temporary laborer at various third party client companies, including Swissport and Alitalia.
- Defendant Ideal, as that term is defined by the IMWL, IWPCA, and the FLSA, and has been employed by Defendant Ideal as a "day or temporary laborer" as that term is defined by the IDTLSA, 820 ILCS 175/5, and has been leased by Defendant Ideal to work as a day or temporary laborer at various third party client companies, including United and Swissport.

B. <u>Defendants</u>

- 16. Defendant Ideal is an Illinois corporation doing business in Illinois. Defendant Ideal is day and temporary service agency located in Illinois.
- 17. Defendant Ideal is or has been Plaintiffs' "employer" as that term is defined by the IDTLSA, the IMWL, the IWPCA, and the FLSA.
- 18. Since January 1, 2006, Defendant Ideal has been engaged in the business of employing day or temporary laborers to provide services, for a fee, to third party clients pursuant to contracts between itself and third party clients.
- 19. Since January 1, 2006, Defendant Ideal has been "a day and temporary labor service agency" as defined by the IDTLSA. 820 ILCS 175/5.

- 20. Defendant Deastis is a principal officer of Ideal Staffing Solutions, Inc., and involved in the day-to-day business operations of Ideal. Among other things, Defendant Deastis has the authority to hire and fire employees, to direct and supervise the work of the employees, sign on the checking accounts, including payroll accounts, and participate in decisions regarding employee compensation and capital expenditures.
- 21. Defendant Deastis is an "employer" as defined by the IMWL, 820 ILCS 105/3(c), IWPCA, 820 ILCS 115/1 et seq., and FLSA, 29 U.S.C. §203(d).
 - 22. Defendant Deastis resides in this judicial district.
- 23. Defendant United is a foreign corporation and does business within the State of Illinois.
- 24. Since July 17, 2003, Defendant United has been an employer as defined by the IMWL, 820 ILCS 105/3(c), IWPCA, 820 ILCS 115/1 et seq., and FLSA, 29 U.S.C. §203(d).
- 25. Since January 1, 2006, Defendant United has contracted with Ideal in order to obtain day or temporary laborers.
- 26. Since January 1, 2006, Defendant United has been a "third party client" of Ideal as that term is defined by the IDTLSA. 820 ILCS 105/5.
- 27. Defendant Alitalia is a foreign corporation and does business within the State of Illinois.
- 28. Since July 17, 2003, Defendant Alitalia has been an employer as defined by the IMWL, 820 ILCS 105/3(c), IWPCA, 820 ILCS 115/1 et seq., and FLSA, 29 U.S.C. §203(d).
- 29. Since January 1, 2006, Defendant Alitalia has contracted with Ideal in order to obtain day or temporary laborers.

- 30. Since January 1, 2006, Defendant Alitalia has been a "third party client" of Ideal as that term is defined by the IDTLSA. 820 ILCS 105/5.
- 31. Defendant Singapore is a foreign corporation and does business within the State of Illinois.
- 32. Since July 17, 2003, Defendant Singapore has been an employer as defined by the IMWL, 820 ILCS 105/3(c), IWPCA, 820 ILCS 115/1 et seq., and FLSA, 29 U.S.C. §203(d).
- 33. Since January 1, 2006, Defendant Singapore has contracted with Ideal in order to obtain day or temporary laborers.
- 34. Since January 1, 2006, Defendant Singapore has been a "third party client" of Ideal as that term is defined by the IDTLSA. 820 ILCS 105/5.
- 35. Defendant Gate Gourmet is a foreign corporation and does business within the State of Illinois.
- 36. Since July 17, 2003, Defendant Gate Gourmet has been an employer as defined by the IMWL, 820 ILCS 105/3(c), IWPCA, 820 ILCS 115/1 et seq., and FLSA, 29 U.S.C. §203(d).
- 37. Since January 1, 2006, Defendant Gate Gourmet has contracted with Ideal in order to obtain day or temporary laborers.
- 38. Since January 1, 2006, Defendant Gate Gourmet has been a "third party client" of Ideal as that term is defined by the IDTLSA. 820 ILCS 105/5.
- 39. Defendant Menzies is a foreign corporation and does business within the State of Illinois.
- 40. Since July 17, 2003, Defendant Menzies has been an employer as defined by the IMWL, 820 ILCS 105/3(c), IWPCA, 820 ILCS 115/1 et seq., and FLSA, 29 U.S.C. §203(d).

- 41. Since January 1, 2006, Defendant Menzies has contracted with Ideal in order to obtain day or temporary laborers.
- 42. Since January 1, 2006, Defendant Menzies has been a "third party client" of Ideal as that term is defined by the IDTLSA. 820 ILCS 105/5.
- 43. Defendant Swissport is a foreign corporation and does business within the State of Illinois.
- 44. Since July 17, 2003, Defendant Swissport has been an employer as defined by the IMWL, 820 ILCS 105/3(c), IWPCA, 820 ILCS 115/1 et seq., and FLSA, 29 U.S.C. §203(d).
- 45. Since January 1, 2006, Defendant Swissport has contracted with Ideal in order to obtain day or temporary laborers.
- 46. Since January 1, 2006, Defendant Swissport has been a "third party client" of Ideal as that term is defined by the IDTLSA. 820 ILCS 105/5.
- 47. Defendant APEX is incorporated under the laws of Illinois and does business within the State of Illinois.
- 48. Since July 17, 2003, Defendant APEX has been an employer as defined by the IMWL, 820 ILCS 105/3(c), IWPCA, 820 ILCS 115/1 et seq., and FLSA, 29 U.S.C. §203(d).
- 49. Since January 1, 2006, Defendant APEX has contracted with Ideal in order to obtain day or temporary laborers.
- 50. Since January 1, 2006, Defendant APEX has been a "third party client" of Ideal as that term is defined by the IDTLSA. 820 ILCS 105/5.
- 51. Defendant JD Norman is incorporated under the laws of Illinois and does business within the State of Illinois.

- 52. Since July 17, 2003, Defendant JD Norman has been an employer as defined by the IMWL, 820 ILCS 105/3(c), IWPCA, 820 ILCS 115/1 et seq., and FLSA, 29 U.S.C. §203(d).
- 53. Since January 1, 2006, Defendant JD Norman has contracted with Ideal in order to obtain day or temporary laborers.
- 54. Since January 1, 2006, Defendant JD Norman has been a "third party client" of Ideal as that term is defined by the IDTLSA. 820 ILCS 105/5.

VI. FACTUAL BACKGROUND

- 55. Plaintiffs and other day and temporary laborers have worked for Defendant Ideal at one of its Illinois branch offices in one or more individual work weeks since July 17, 2003.
- 56. Defendant Ideal operates, and at all times during the Class Periods, has done business in Cook County and elsewhere within Illinois.
- 57. Defendants United, Alitalia, Singapore, Gate Gourmet, Menzies, Swissport, APEX, and JD Norman operate, and at all times during the Class Periods, have done business in Cook County and elsewhere within Illinois.
- 58. Since July 17, 2005, Defendant Ideal has failed to pay Plaintiffs Ismael Andrade, Jose Hernandez, Berenice Jacinto and other Class Members at the rate of one and one-half times their regular rate of pay for all time worked over forty (40) hours in a single work week in violation of the IMWL. For example:
 - a. In one scheme, Defendant Ideal and Gate Gourmet denied Plaintiff Ismael Andrade, Berenice Jacinto and other class members their earned overtime pay by "splitting" their weekly compensation between multiple paychecks so that no individual paycheck identified employees as having worked more than forty (40) hours in an individual work week. For example, see Exhibit A, attached hereto, showing Defendant Ideal issued Plaintiff Ismael Andrade two paychecks for the work he performed in the work week ending June 24, 2007, one check (#24444) compensating him for 40 hours of work at his regular rate of pay and the other check (#24445) compensating him for an additional 7 hours of work at his regular rate of

pay, or a total of 47 hours all paid at Plaintiff Ismael Andrade's regular rate of pay.

- b. For example, see Exhibit B, attached hereto, showing Defendant Ideal issued Plaintiff Berenice Jacinto two paychecks for the work she performed in the work week ending April 1, 2007 at Gate Gourmet, one check (#23162) compensating her for 40 hours of work at her regular rate of pay and the other check (#23163) compensating her for an additional 17.15 hours of work at her regular rate of pay, or a total of 57.15 hours all paid at Plaintiff Berenice Jacinto's regular rate of pay.
- c. In another scheme, Defendant Ideal, Menzies, and Alitalia denied Plaintiffs Ismael Andrade, Jose Hernandez, and other class members their earned overtime pay by paying them for all hours worked, including time worked over forty (40) hours in individual work weeks, with one check, however at their "straight-time" hourly rate of pay. For example, see Exhibit C, attached hereto, showing Defendant Ideal compensated Plaintiff Ismael Andrade for sixty-four (64) hours for the work he performed in the work week ending September 2, 2007 at his regular rate of pay. Plaintiff Ismael Andrade was not compensated at one and one-half times his regular rate of pay for all time worked in excess of forty (40) hours for that work week.
- d. For example, see Exhibit D, attached hereto, showing Defendant Ideal compensated Plaintiff Jose Hernandez for forty-six (46) hours for the work he performed in the work week ending October 28, 2007 at his regular rate of pay. Plaintiff Jose Hernandez was not compensated at one and one-half times his regular rate of pay for all time worked in excess of forty (40) hours for that work week.
- Since July 17, 2005, Defendants have failed to pay Plaintiffs and other Class 59. Members for all time they worked, which caused their hourly wage rate to fall below the statemandated minimum wage rate in violation of the IMWL and FLSA. For example:
 - a. Defendants Ideal, Swissport, and Alitalia also failed to pay Plaintiff Marcelino Andrade for all time he worked in the work weeks ending November 4, 2007 and November 11, 2007. Defendants Ideal, Swissport, and Alitalia's failure to compensate Plaintiff Marcelino Andrade for all time he worked resulted in payment of less than the state and federal mandated minimum wages.
 - b. Defendants Ideal and JD Norman also failed to pay Plaintiff America Garcia for all time she worked in the work weeks ending November 4, 2007 and November 11, 2007. Defendants Ideal and JD Norman's failure

to compensate Plaintiff Marcelino Andrade for all time she worked resulted in payment of less than the state and federal mandated minimum wages.

- c. Defendants Ideal and APEX also failed to pay Plaintiff Berenice Jacinto for all time she worked in the work weeks ending November 4, 2007 and November 11, 2007. Defendants Ideal and APEX's failure to compensate Plaintiff Berenice Jacinto for all time she worked resulted in payment of less than the state and federal mandated minimum wages.
- d. Defendants Ideal and JD Norman also failed to pay Plaintiff Oralia Palacios for all time she worked in the work weeks ending November 4, 2007 and November 11, 2007. Defendants Ideal and JD Norman's failure to compensate Plaintiff Oralia Palacios for all time she worked resulted in payment of less than the state and federal mandated minimum wages.
- e. Defendants Ideal and Menzies also failed to pay Plaintiff Miguel Rubio for all time he worked in the work weeks ending November 4, 2007 and November 11, 2007. Defendants Ideal and Menzies 's failure to compensate Plaintiff Miguel Rubio for all time he worked resulted in payment of less than the state and federal mandated minimum wages.
- f. Defendants Ideal and APEX also failed to pay Plaintiff Lucia Portillo for all time she worked in the work weeks ending November 4, 2007 and November 11, 2007. Defendants Ideal and APEX's failure to compensate Plaintiff Lucia Portillo for all time she worked resulted in payment of less than the state and federal mandated minimum wages.
- g. Defendants Ideal, Menzies, and Alitalia also failed to pay Plaintiff Ismael Andrade for all time he worked in the work weeks ending November 4, 2007 and November 11, 2007. Defendants Ideal, Menzies, and Alitalia's failure to compensate Plaintiff Ismael Andrade for all time he worked resulted in payment of less than the state and federal mandated minimum wages.
- h. Defendants Ideal, Menzies, and Alitalia also failed to pay Plaintiff Jose Hernandez for all time he worked in the work weeks ending November 4, 2007 and November 11, 2007. Defendants Ideal, Menzies, and Alitalia's failure to compensate Plaintiff Jose Hernandez for all time he worked resulted in payment of less than the state and federal mandated minimum wages.
- i. Defendants Ideal, Swissport, and Singapore also failed to pay Plaintiff Rene Cordoba for all time he worked in the work weeks ending November 4, 2007 and November 11, 2007. Defendants Ideal, Swissport, and Singapore's failure to compensate Plaintiff Rene Cordoba for all time he

- worked resulted in payment of less than the state and federal mandated minimum wages.
- j. Defendants Ideal and United also failed to pay Plaintiff Francisco Medina for all time he worked in the work weeks ending November 4, 2007 and November 11, 2007. Defendants Ideal and United's failure to compensate Plaintiff Francisco Medina for all time he worked resulted in payment of less than the state and federal mandated minimum wages.
- 60. Since July 17, 2003, all Defendants have failed to pay Plaintiffs and other class members for all time worked at the rate agreed to by the parties in violation of the IWPCA. For example:
 - a. Defendants Ideal, Swissport, and Alitalia failed to pay Plaintiff Marcelino Andrade for all time he worked in the work weeks ending November 4, 2007 and November 11, 2007.
 - b. Defendants Ideal and JD Norman also failed to pay Plaintiff America Garcia for all time she worked in the work weeks ending November 4, 2007 and November 11, 2007.
 - c. Defendants Ideal and APEX also failed to pay Plaintiff Berenice Jacinto for all time she worked in the work weeks ending November 4, 2007 and November 11, 2007.
 - d. Defendants Ideal and JD Norman also failed to pay Plaintiff Oralia Palacios for all time she worked in the work weeks ending November 4, 2007 and November 11, 2007.
 - e. Defendants Ideal and Menzies also failed to pay Plaintiff Miguel Rubio for all time he worked in the work weeks ending November 4, 2007 and November 11, 2007.
 - f. Defendants Ideal and APEX also failed to pay Plaintiff Lucia Portillo for all time she worked in the work weeks ending November 4, 2007 and November 11, 2007.
 - g. Defendants Ideal, Menzies, and Alitalia also failed to pay Plaintiff Ismael Andrade for all time he worked in the work weeks ending November 4, 2007 and November 11, 2007.
 - h. Defendants Ideal, Menzies, and Alitalia also failed to pay Plaintiff Jose Hernandez for all time he worked in the work weeks ending November 4, 2007 and November 11, 2007.

- i. Defendants Ideal, Swissport, and Singapore also failed to pay Plaintiff Rene Cordoba for all time he worked in the work weeks ending November 4, 2007 and November 11, 2007.
- j. Defendants Ideal and United also failed to pay Plaintiff Francisco Medina for all time he worked in the work weeks ending November 4, 2007 and November 11, 2007.
- 61. Since January 1, 2006, Defendant Ideal has failed to provide Plaintiffs and other Class Members an "Employment Notice" at the time of dispatch to third party clients in the form of a statement containing the following items on a form approved by the Illinois Department of Labor:
 - a. the name of the day or temporary laborer;
 - b. the name and nature of the work to be performed;
 - c. the wages offered;
 - d. the name and address of the destination of each day and temporary laborer;
 - e. terms of transportation; and
 - f. whether a meal or equipment, or both, are provided, either by the day and temporary labor service agency or the third party client, and the cost of the meal and equipment, if any.
- 62. Since January 1, 2006, Defendant Ideal has likewise failed to provide Plaintiffs and other Class Members with a proper Wage Payment and Notice at the time of payment of wages in the form of an itemized statement, on the day or temporary laborers' pay stub or on a form approved by the Illinois Department of Labor, containing the total number of hours worked by the day or temporary laborer at each third party client each day during the pay period. As an example, see Exhibits B and C attached hereto.

- 63. Since January 1, 2006, Defendant Ideal and APEX has likewise failed to compensate Plaintiffs Berenice Jacinto, Lucia Portillo, and other class members and other Class Members for a minimum of four (4) hours of pay in accordance with 820 ILCS 175/30(g). For example, Plaintiffs Berenice Jacinto, Lucia Portillo, and other class members were contracted by Defendant Ideal to work on December 7, 2007 at Defendant APEX, however they were not utilized. Plaintiffs Berenice Jacinto, Lucia Portillo, and other class members were not paid their agreed upon rate of pay for the statutorily provided four (4) hours.
- Defendant Ideal's failure to provide Plaintiffs and other Class Members with the required Employment Notice (820 ILCS 175/10) and Wage Payment and Notice (820 ILCS 175/30), and Plaintiffs Berenice Jacinto, Lucia Portillo, and other class members with four (4) hours of pay for contracted time not utilized (820 ILCS 175/30(g)) denied Plaintiffs and other Class Members certain information related to their employment which the Illinois legislature has determined is critical to protect the rights of day or temporary laborers. Such at-risk workers are particularly vulnerable to abuse of their labor rights, including unpaid wages, failure to pay for all hours worked, minimum wage and overtime violations, and unlawful deduction from pay for meals, transportation, equipment and other items. 820 ILCS 175/2.

VII. CLASS ACTION ALLEGATIONS

- 65. Plaintiffs bring this action, on behalf of themselves and all other similarly situated persons, as a class action pursuant to the Illinois Code of Civil Procedure, 735 ILCS 5/2-801.
- 66. The Class that Plaintiffs seek to represent in regard to the IMWL overtime and minimum wage claims is composed of and defined as all persons who have been employed by Defendant Ideal as day or temporary laborers since July 17, 2005. The Class that Plaintiffs seek to represent in regard to the IWPCA claim is composed of and defined as all persons who have

been employed by Defendant Ideal as day or temporary laborers since July 17, 2003. The Class that Plaintiffs seek to represent in regard to the IDTLSA claims is composed of and defined as all persons who have been employed by Defendant Ideal as day or temporary laborers since January 1, 2006.

- 67. This action has been brought and may properly be maintained as a class action under 735 ILCS 5/2-801 because:
 - a. The class is so numerous that joinder of all members is impracticable. While the precise number of Class Members has not been determined at this time, Plaintiffs are informed and believe that Defendant Ideal has employed thousands of persons as day or temporary laborers in Illinois during the IMWL and IWPCA Class Periods and thousands of persons as day or temporary laborers in Illinois during the IDTLSA Class period.
 - b. There are questions of fact or law common to the class, which common questions predominate over any questions affecting only individual members. These common questions of law and fact include, without limitation:
 - Whether Defendants Ideal, Deastis, Menzies, Alitalia, and Gate Gourmet failed to pay day or temporary laborers overtime wages for all time worked over forty (40) hours in individual work weeks during the IMWL Class Period;
 - Whether Defendants failed to pay day or temporary laborers the Illinois mandated-minimum wages for all time worked in individual work weeks during the IMWL Class Period;
 - iii. Whether Defendants failed to pay day or temporary laborers all earned wages at the rate agreed to by the parties for all time worked in individual work weeks during the IWPCA Class Period;
 - iv. Whether Defendant Ideal failed to provide day or temporary laborers with Employment Notice as required by 820 ILCS 175/10;
 - v. Whether Defendant Ideal failed to provide day or temporary laborers with Wage Payment and Notice as required by 820 ILCS 175/30;
 - vi. Whether Defendants Ideal and APEX failed to provide day or temporary laborers with the minimum four (4) hours of compensation when contracted to work and not utilized as required by 820 ILCS 175/30(g);

- c. Plaintiffs will fairly and adequately represent and protect the interests of the Class Members. Plaintiffs' Counsel is competent and experienced in litigating large wage and hour and other employment class actions.
- d. The class action is an appropriate method for the fair and efficient adjudication of the controversy. Certification of this case as a class action will allow those similarly situated persons to litigate their claims in the manner that is most efficient and economical for the parties and the judicial system. Certifying this case as a class action is superior because Plaintiffs and the class seek injunctive relief that will affect all class members in a common way. Furthermore, those class members still employed by Defendant Ideal may be reluctant to raise individual claims for fear of retaliation.

COUNT I

Violation of the Illinois Minimum Wage Law-Overtime Wages
(Plaintiffs Ismael Andrade, Jose Hernandez, and Berenice Jacinto on their own behalf and
on behalf of a class against Defendants Ideal, Deastis, Menzies, Alitalia, and Gate Gourmet
Only)

Plaintiffs incorporate and reallege paragraphs 1 through 67 as though set forth herein.

- 68. This count arises from the violation of the IMWL for Defendants Ideal, Deastis, Menzies, Alitalia, and Gate Gourmet's failure to pay Plaintiffs Ismael Andrade, Berenice Jacinto, Jose Hernandez and the class that they represent all their earned overtime pay for time worked in excess of forty (40) hours in individual workweeks.
- 69. Since July 17, 2005, Plaintiffs Ismael Andrade, Berenice Jacinto, Jose Hernandez were required and/or permitted by Defendants Ideal, Deastis, Menzies, Alitalia, and Gate Gourmet and its third party clients to work in excess of forty (40) hours in individual workweeks, and Plaintiffs Ismael Andrade, Berenice Jacinto, Jose Hernandez did work in excess of (40) hours in individual work weeks. See paragraph 58, *supra*.
- 70. Since July 17, 2005, other similarly situated employees were directed by Defendants Ideal, Menzies, Alitalia, and Gate Gourmet to work and did work in excess of forty (40) hours in certain individual workweeks. The specific dates and locations at which Plaintiffs Ismael Andrade, Jose Hernandez, Berenice Jacinto, and other similar situated employees of Defendants were not compensated for all time worked in excess of forty (40) hours are contained in documents which are in the possession of, or are required to be in the possession of,

Defendants Ideal, Deastis, Menzies, Alitalia, and Gate Gourmet pursuant to the IMWL, the FLSA and the IDTLSA.

- 71. Plaintiffs Ismael Andrade, Jose Hernandez, Berenice Jacinto, and the class members were entitled to be paid at the rate of one and one-half times their regular hourly rate of pay for all time worked in excess of forty (40) hours in individual work weeks.
- 72. Defendants Ideal, Deastis, Menzies, Alitalia, and Gate Gourmet did not pay Plaintiffs Ismael Andrade, Jose Hernandez, Berenice Jacinto, and other similarly situated employees overtime wages at the rate of one and one half time their regular rate for all time they worked in excess of forty (40) hours in individual work weeks. See paragraph 58, supra.
- 73. Defendants Ideal, Deastis, Menzies, Alitalia, and Gate Gourmet's failure to pay overtime wages to Plaintiffs Ismael Andrade, Jose Hernandez, Berenice Jacinto, and the class violated the maximum hour provisions of the IMWL.
- 74. Plaintiffs Ismael Andrade, Jose Hernandez, and Berenice Jacinto represent all current and former employees of Defendants Ideal, Deastis, Menzies, Alitalia, and Gate Gourmet who have not been paid overtime wages for all time worked in excess of forty (40) hours in individual work weeks since July 17, 2005, through and including the present.

WHEREFORE, Plaintiffs Ismael Andrade, Jose Hernandez, Berenice Jacinto, and the class pray for a judgment against Defendants Ideal, Deastis, Menzies, Alitalia, and Gate Gourmet as follows:

- A. That the Court determine that this action may be maintained as a class action under 735 ILCS 5/2-801;
- B. A judgment in the amount of all back wages due as provided by the IMWL;
- C. Prejudgment interest on the back wages in accordance with 815 ILCS 205/2 and punitive damages pursuant to the formula set forth in 820 ILCS 105/12(a);
- D. Reasonable attorneys' fees and costs of this action as provided by the IMWL, 820 ILCS 105/1 et seq.;
- E. A determination of the rights of the parties and a direction to Defendants to account for all hours worked and wages paid to the class members during the temporality of the class;
- F. Such other and further relief as this Court deems appropriate and just.

COUNT II

Violation of the Illinois Day and Temporary Labor Services Act-Overtime Wages (Plaintiffs Ismael Andrade, Jose Hernandez, and Berenice Jacinto on their own behalf and on behalf of a class against Defendants Ideal, Deastis, Menzies, Alitalia, and Gate Gourmet Only)

Plaintiffs incorporate and reallege paragraphs 1 through 74 as though set forth herein.

- 75. This count arises from the violation of the IDTLSA for Defendants Ideal, Deastis, Menzies, Alitalia, and Gate Gourmet's failure to pay Plaintiffs Ismael Andrade, Berenice Jacinto, Jose Hernandez and the class that they represent all their earned overtime pay for time worked in excess of forty (40) hours in individual workweeks.
- 76. Since January 1, 2006, Plaintiffs Ismael Andrade, Berenice Jacinto, Jose Hernandez were required and/or permitted by Defendants Ideal, Deastis, Menzies, Alitalia, and Gate Gourmet and its third party clients to work in excess of forty (40) hours in individual workweeks, and Plaintiffs Ismael Andrade, Berenice Jacinto, Jose Hernandez did work in excess of (40) hours in individual work weeks. See paragraph 58, *supra*.
- 77. Since January 1, 2006, other similarly situated employees were directed by Defendants Ideal, Menzies, Alitalia, and Gate Gourmet to work and did work in excess of forty (40) hours in certain individual workweeks. The specific dates and locations at which Plaintiffs Ismael Andrade, Jose Hernandez, Berenice Jacinto, and other similar situated employees of Defendants were not compensated for all time worked in excess of forty (40) hours are contained in documents which are in the possession of, or are required to be in the possession of, Defendants Ideal, Deastis, Menzies, Alitalia, and Gate Gourmet pursuant to the IMWL, the FLSA and the IDTLSA.
- 78. Plaintiffs Ismael Andrade, Jose Hernandez, Berenice Jacinto, and the class members were entitled to be paid at the rate of one and one-half times their regular hourly rate of pay for all time worked in excess of forty (40) hours in individual work weeks.
- 79. Defendants Ideal, Deastis, Menzies, Alitalia, and Gate Gourmet did not pay Plaintiffs Ismael Andrade, Jose Hernandez, Berenice Jacinto, and other similarly situated

employees overtime wages at the rate of one and one half time their regular rate for all time they worked in excess of forty (40) hours in individual work weeks. See paragraph 58, supra.

- 80. Defendants Ideal, Deastis, Menzies, Alitalia, and Gate Gourmet's failure to pay overtime wages to Plaintiffs Ismael Andrade, Jose Hernandez, Berenice Jacinto, and the class violated the IDTLSA.
- 81. Plaintiffs Ismael Andrade, Jose Hernandez, and Berenice Jacinto represent all current and former employees of Defendants Ideal, Deastis, Menzies, Alitalia, and Gate Gourmet who have not been paid overtime wages for all time worked in excess of forty (40) hours in individual work weeks since January 1, 2006.
- 82. Pursuant to 820 ILCS 175/95(a)(1), Plaintiffs and members of the class are entitled to recover an equal amount of their unpaid wages as liquidated damages since January 1, 2006.

WHEREFORE, Plaintiffs Ismael Andrade, Jose Hernandez, Berenice Jacinto, and the class pray for a judgment against Defendants Ideal, Deastis, Menzies, Alitalia, and Gate Gourmet as follows:

- A. That the Court determine that this action may be maintained as a class action under 735 ILCS 5/2-801;
- B. A judgment for liquidated damages in an amount equal to the amount of unpaid overtime compensation found due since January 1, 2006 pursuant to 820 ILCS 175/95(a)(1);
- Reasonable attorneys' fees and costs of this action as provided by the IDTLSA, 820 ILCS 175/95;
- D. A determination of the rights of the parties and a direction to Defendants to account for all hours worked and wages paid to the class members during the temporality of the class;
- E. Such other and further relief as this Court deems appropriate and just.

COUNT III

Violation of the Illinois Minimum Wage Law – Minimum Wages (Plaintiffs on their own behalf and on behalf of a class against all Defendants)

Plaintiffs incorporate and reallege paragraphs 1 through 82 as though set forth herein.

- 83. This count arises from the violation of the IMWL for Defendants' failure to pay Plaintiffs and the class they represent the state-mandated minimum wages for all time they worked.
- 84. During the weeks ending November 4, 2007 and November 11, 2007, Plaintiffs were not compensated for all time they worked during those individual work weeks as described in paragraph 59, *supra*, and as a result, their hourly wage fell below the Illinois minimum wage.
- 85. Since July 17, 2005, other class members were similarly not compensated for all hours worked in certain work weeks and, as a result, their hourly wages likewise fell below the Illinois minimum wage. The specific dates and locations at which Plaintiffs and other similar situated employees of Defendants' were not compensated the Illinois minimum wage for all time worked are contained in documents which are in the possession of, or are required to be in the possession of, Defendant Ideal and its third party clients pursuant to the IMWL, the FLSA and the IDTLSA.
- 86. Plaintiffs and the class members were entitled to be paid at least the Illinois minimum wage for all time worked.
- 87. Defendants' failure to pay the Illinois minimum wage rate to Plaintiffs and the Class violated the minimum wage provisions of the IMWL.
- 88. Plaintiffs represent all current and former employees of Defendants' who have not been paid minimum wages in the three (3) years prior to Plaintiffs filing their lawsuit, through and including the present.
- 89. Pursuant to 820 ILCS 105/12(a), Plaintiffs and members of the class are entitled to recover unpaid wages for the three (3) years prior to the filing of this suit, plus damages in the amount of two percent (2%) per month of the amount of underpayment.

WHEREFORE, Plaintiffs and the class pray for a judgment against Defendants as follows:

A. That the Court determine that this action may be maintained as a class action under 735 ILCS 5/2-801;

- B. A judgment in the amount of all back wages due as provided by the IMWL:
- C. Prejudgment interest on the back wages in accordance with 815 ILCS 205/2 and punitive damages pursuant to the formula set forth in 820 ILCS 105/12(a);
- D. Reasonable attorneys' fees and costs of this action as provided by the IMWL, 820 ILCS 105/1 et seq.;
- E. A determination of the rights of the parties and a direction to Defendants to account for all hours worked and wages paid to the class members during the temporality of the class;
- F. Such other and further relief as this Court deems appropriate and just.

COUNT IV

Violation of the Illinois Day and Temporary Labor Services Act - Minimum Wages (Plaintiffs on their own behalf and on behalf of a class against all Defendants)

Plaintiffs incorporate and reallege paragraphs 1 through 89 as though set forth herein.

- 90. This count arises from the violation of the IDTLSA for Defendants' failure to pay Plaintiffs and the class they represent the state-mandated minimum wages for all time they worked.
- 91. During the weeks ending November 4, 2007 and November 11, 2007, Plaintiffs were not compensated for all time they worked during those individual work weeks as described in paragraph 59, supra, and as a result, their hourly wage fell below the Illinois minimum wage.
- Since July 17, 2005, other class members were similarly not compensated for all 92. hours worked in certain work weeks and, as a result, their hourly wages likewise fell below the Illinois minimum wage. The specific dates and locations at which Plaintiffs and other similar situated employees of Defendants' were not compensated the Illinois minimum wage for all time worked are contained in documents which are in the possession of, or are required to be in the possession of, Defendant Ideal and its third party clients pursuant to the IMWL, the FLSA and the IDTLSA.
- Plaintiffs and the class members were entitled to be paid at least the Illinois 93. minimum wage for all time worked.

- 94. Defendants' failure to pay the Illinois minimum wage rate to Plaintiffs and the Class violated the IDTLSA.
- 95. Plaintiffs represent all current and former employees of Defendants' who have not been paid minimum wages since January 1, 2006.
- Pursuant to 820 ILCS 175/95(a)(1), Plaintiffs and members of the class are 96. entitled to recover an equal amount of their unpaid wages as liquidated damages since January 1, 2006.

WHEREFORE, Plaintiffs and the class pray for a judgment against Defendants as follows:

- That the Court determine that this action may be maintained as a class action A. under 735 ILCS 5/2-801;
- A judgment for liquidated damages in an amount equal to the amount of unpaid B. overtime compensation found due since January 1, 2006 pursuant to 820 ILCS 175/95(a)(1);
- Reasonable attorneys' fees and costs of this action as provided by the IDTLSA, C. 820 ILCS 175/95;
- A determination of the rights of the parties and a direction to Defendants to D. account for all hours worked and wages paid to the class members during the temporality of the class;
- Such other and further relief as this Court deems appropriate and just. E.

COUNT V

Violation of the Illinois Wage Payment and Collection Act-Unpaid Wages, Non Issuance of Final Checks (Plaintiffs on their own behalf and on behalf of a class against all Defendants)

Plaintiffs incorporate and reallege paragraphs 1 through 96 as though set forth herein.

97. This count arises from the violation of the IWPCA for Defendants' failure to pay Plaintiffs and the class they represent wages for all time worked at the rate agreed to by the parties.

- 98. During the weeks ending November 4, 2007 and November 11, 2007, Plaintiffs were not compensated for all time they worked during that individual work week as described in paragraph 60, supra.
- 99. Since July 17, 2003, other class members were similarly not compensated for all time worked in certain work weeks. The specific dates and locations at which Plaintiffs and other similarly situated employees of Defendants were not compensated for all time worked are contained in documents which are in the possession of, or are required to be in the possession of, Defendants and its third party clients pursuant to the IMWL, the FLSA and the IDTLSA.
- Plaintiffs and the class members were entitled to be paid for all time worked at the 100. rate agreed to by the parties.
- Defendants' failure to pay Plaintiffs and the class members for all time worked at 101. the rate agreed to by the parties violated the IWPCA.
- Plaintiffs represent all current and former employees of Defendants' who have not 102. been paid for all time worked at the rate agreed to by the parties in the five (5) years prior to Plaintiffs filing their lawsuit, through and including the present.

WHEREFORE, Plaintiffs and the class pray for a judgment against Defendants as follows:

- That the Court determine that this action may be maintained as a class action Α. under 735 ILCS 5/2-801;
- A judgment in the amount of all back wages due, as provided by the IWPCA; B.
- Prejudgment interest on the back wages in accordance with 815 ILCS 205/2; C.
- An injunction precluding Defendants from violating the IWPCA, 820 ILCS 115/1 D. et seq.;
- Such other and further relief as this Court deems appropriate and just. E.

COUNT VI

Violation of the Illinois Day and Temporary Labor Services Act -Unpaid Wages-Non-Issuance of Final Checks (Plaintiffs on their own behalf and on behalf of a class against all Defendants)

Plaintiffs incorporate and reallege paragraphs 1 through 102 as though set forth herein.

- 103. This count arises from the violation of the IDTLSA for Defendants' failure to pay Plaintiffs and the class they represent wages for all time worked at the rate agreed to by the parties.
- 104. During the course of their employment with Defendants, Plaintiffs were not compensated for all time they worked in certain work weeks. See paragraph 60, supra.
- 105. Other class members were similarly not compensated for all time worked in certain work weeks.
- 106. Plaintiffs and the class members were entitled to be paid for all time worked at the rate agreed to by the parties.
- 107. Defendants' failure to pay Plaintiffs and the class members for all time worked at the rate agreed to by the parties violated the IWPCA, a wage and hour violation as incorporated into the IDTLSA. 820 ILCS 175/95(a)(1). Pursuant to 820 ILCS 175/95(a)(1), Plaintiffs and members of the class are entitled to recover an amount equal to their earned wages as liquidated damages since January 1, 2006.
- 108. Plaintiffs represent all current and former employees of Defendants who have not been paid for all time worked at the rate agreed to by the parties since January 1, 2006.

WHEREFORE, Plaintiffs and the class pray for a judgment against Defendants as follows:

- A. That the Court determine that this action may be maintained as a class action under 735 ILCS 5/2-801;
- B. A judgment in the amount of all back wages due as provided by the IDTLSA;
- C. That the Court award Plaintiffs and Class Members liquidated damages in an amount equal to the amount of unpaid overtime compensation found due since January 1, 2006 pursuant to 820 ILCS 175/95(a)(1);
- Reasonable attorneys' fees and costs of this action as provided by the IDTLSA,
 820 ILCS 175/95;
- E. A determination of the rights of the parties and a direction to Defendants to account for all hours worked and wages paid to the class members during the temporality of the class;

F. Such other and further relief as this Court deems appropriate and just.

COUNT VII

Violation of the Illinois Day and Temporary Labor Services Act-Unpaid Wages-Statutory Minimum Pay of four (4) hours for a contracted work day (Plaintiffs Berenice Jacinto and Lucia Portillo on their own behalf and on behalf of a class against Defendants Ideal Staffing and APEX Only)

Plaintiffs incorporate and reallege paragraphs 1 through 108 as though set forth herein.

- 109. This count arises from the violation of the IDTLSA for Defendants Ideal's and APEX's failure to pay Plaintiffs Berenice Jacinto and Lucia Portillo and the class that they represent for a minimum of four (4) hours of pay in accordance with 820 ILCS 175/30(g).
- 110. Plaintiffs Berenice Jacinto and Lucia Portillo and the class they represent were contracted by Defendants Ideal to work on December 7, 2007 at Defendant APEX, and were not utilized, or paid the statutorily provided four (4) hours of pay for a contracted day. See paragraph 64, supra.
- 111. Pursuant to 820 ILCS 175/30(g), Plaintiffs Berenice Jacinto, Lucia Portillo and the class members are entitled to be paid for the statutory minimum of four (4) hours of pay when contracted to work, but not utilized.
- 112. Defendants Ideal and APEX's failure to pay Plaintiffs Berenice Jacinto, Lucia Portillo and the class members for the statutorily provided four (4) hours of pay for a contracted day violated the IDTLSA, 820 ILCS 175/30(g).
- 113. Pursuant to 820 ILCS 175/95(a)(1), Plaintiffs Berenice Jacinto, Lucia Portillo and members of the class are entitled to recover their four (4) hours of pay and an equal amount in liquidated damages from January 1, 2006.
- 114. Plaintiffs Berenice Jacinto and Lucia Portillo represent all current and former employees of Defendants Ideal and Defendant APEX who have not been paid the statutorily provided four (4) hours of pay for a day of contracted work without being utilized.

WHEREFORE, Plaintiffs Berenice Jacinto and Lucia Portillo and the class pray for a judgment against Defendant Ideal and Defendant APEX, as follows:

- A. That the Court determine that this action may be maintained as a class action under 735 ILCS 5/2-801;
- B. A judgment in the amount of all back wages due as provided by the IDTLSA;
- C. That the Court award Plaintiffs Berenice Jacinto and Lucia Portillo and Class Members liquidated damages in an amount equal to the amount of unpaid wages found due for December 7, 2007 pursuant to 820 ILCS 175/95(a)(1);
- D. Reasonable attorneys' fees and costs of this action as provided by the IDTLSA, 820 ILCS 175/95;
- E. A determination of the rights of the parties and a direction to Defendants Ideal and APEX to account for all hours worked and wages paid to the class members during the temporality of the class;
- F. Such other and further relief as this Court deems appropriate and just.

COUNT VIII

Violation of the Illinois Day and Temporary Labor Services Act-Employment Notices (Plaintiffs on their own behalf and on behalf of a class against Defendant Ideal Only)

Plaintiffs incorporate and reallege paragraphs 1 through 114 as though set forth herein.

- 115. This count arises from the violation of the IDTLSA for Defendants Ideal's failure to provide Plaintiffs and similarly situated employees with Employment Notices as required by the IDTLSA.
- 116. Defendants Ideal's employed Plaintiffs and other similarly situated day or temporary laborers from before January 1, 2006.
- 117. In employing Plaintiffs and other similarly situated day or temporary laborers, Defendants Ideal's failed to provide such persons with Employment Notices as required by the IDTLSA. 820 ILCS 175/10.
- 118. Defendants Ideal's failed to provide Plaintiffs and other similarly situated day or temporary laborers with Employment Notices at the time of dispatch to third party clients as required by the IDTLSA. 820 ILCS 175/10.

- Plaintiffs represent all current and former employees of Defendants Ideal's who 119. have not received Employment Notices at the time of dispatch to third party clients since July 17, 2003, through and including the present.
- 120. Defendants Ideal and Deastis violated the IDTLSA by failing to provide to Plaintiffs and Class Members with Employment Notices as required by the IDTLSA 820 ILCS 175/10.

WHEREFORE Plaintiffs and the class pray for a judgment against Defendants Ideal and Deastis, as follows:

- That the Court determine that this action may be maintained as a class action A. under 735 ILCS 5/2-801;
- That the Court declare that Defendant Ideal have violated the Employment B. Notice provision of the IDTLSA. 820 ILCS 175/10;
- That the Court enjoin Defendant from violating the IDTLSA; C.
- That the Court award Plaintiffs and Class Members compensatory damages D. and an amount up to \$500 for the violation of each subpart of each Section of the IDTLSA violated by Defendant;
- That Plaintiffs and the Class be awarded reasonable attorneys' fees and costs E. in bringing this action; and
- That the Court award such other and further relief as this Court may deem F. appropriate.

COUNT IX

Violation of Illinois Day and Temporary Labor Services Act-Wage Payment and Notice (Plaintiffs on their own behalf and on behalf of class against Defendant Ideal Only)

Plaintiffs incorporate and reallege paragraphs 1 through 120 of this Complaint.

This count arises from the violation of the IDTLSA for Defendant Ideal's failure to provide Plaintiffs and similarly situated employees with proper Wage Payment and Notices as required by the IDTLSA.

- 122. Defendant Ideal employed Plaintiffs and other similarly situated day or temporary laborers from before January 1, 2006.
- 123. In employing Plaintiffs and other similarly situated day or temporary laborers, Defendant Ideal failed to provide such persons with proper Wage Payment and Notices as required by the IDTLSA. 820 ILCS 175/30.
- 124. Specifically, Defendants Ideal failed to provide Plaintiffs and other similarly situated day or temporary laborers with a detailed itemized statement showing the number of hours worked by the day or temporary laborer at each third party client company each day during the pay period. For example, Plaintiff Ismael Andrade's pay stubs for the pay period ending June 24, 2007, Exhibit A as attached hereto, and Plaintiff Berenice Jacinto's pay stub for the pay period ending April 1, 2007, Exhibit B, as attached hereto.
- 125. In addition, Defendant Ideal failed to provide the name, address and telephone number of each third party client at which the day or temporary laborer worked or, in the alternative, a code which corresponded to such required information and which was made available to Plaintiffs and other similarly situated day or temporary laborers. See, for example, Plaintiff Ismael Andrade's pay stub for the pay period ending June 24, 2007, Exhibit A as attached hereto, and Plaintiff Berenice Jacinto's pay stub for the pay period ending April 1, 2007, Exhibit B, as attached hereto.
- 126. Defendant Ideal failed to provide Plaintiffs and other similarly situated day or temporary laborers with proper Wage Payment and Notices at the time of payment of wages as required by the IDTLSA. 820 ILCS 175/30.

- Plaintiffs represent all current and former employees of Defendant Ideal who have 127. not been provided proper Wage Payment and Notices at the time of payment of wages since January 1, 2006, through and including the present.
- 128. Defendant Ideal violated the IDTLSA by failing to provide to Plaintiffs and Class Members proper Wage Payment and Notices as required by the IDTLSA, 820 ILCS 175/30.

WHEREFORE, Plaintiffs and the class pray for a judgment against Defendant Ideal, as follows:

- A. That the Court determine that this action may be maintained as a class action under 735 ILCS 5/2-801;
- В. That the Court declare that Defendant Ideal violated the Wage Payment and Notice provision of the IDTLSA. 820 ILCS 175/30;
- That the Court enjoin Defendants Ideal from violating the IDTLSA; C.
- D. That the Court award Plaintiffs and Class Members compensatory damages and an amount up to \$500 for the violation of each subpart of each Section of the IDTLSA violated by Defendant Ideal;
- That Plaintiffs and the Class be awarded reasonable attorneys' fees and costs E. in bringing this action; and
- F. That the Court award such other and further relief as this Court may deem appropriate.

COUNT X

Violation of the Fair Labor Standards Act - Minimum Wages (Plaintiffs, individually, against all Defendants)

Plaintiffs hereby reallege and incorporate paragraphs 1 through 128 of this Complaint.

- This count arises from Defendants' violation of the FLSA, 29 U.S.C. §201, et 129. seq., for their failure to pay minimum wages to Plaintiffs and the class they represent the minimum wages for all the time they worked.
- Since July 17, 2005, Defendants Ideal, Menzies, Alitalia, and Gate Gourmet have 130. been Plaintiffs' employers as defined by the FLSA.

- 131. During the course of their employment by Defendants, Plaintiffs were not exempt from the minimum wage provisions of the FLSA, 29 U.S.C. §206.
- 132. During the weeks ending November 3, 2007 and November 10, 2007, Plaintiffs were not compensated for all time they worked during those individual work weeks as described in paragraph 59, *supra*, and as a result, their hourly wage fell below the then federally mandated minimum wage.
- 133. The specific dates and locations at which Plaintiffs were not compensated the then federally mandated minimum wage for all time worked are contained in documents which are in the possession of, or are required to be in the possession of, Defendant Ideal and its third party clients pursuant to the IMWL, the FLSA and the IDTLSA.
- 134. Pursuant to 29 U.S.C. § 206, Plaintiffs are entitled to be paid at least the federally mandated minimum wage for all time worked.
- 135. Defendants' failure to pay the minimum wage rate to Plaintiffs violated the minimum wage hour provisions of the FLSA, 29 U.S.C. § 206.
- 136. Defendants willfully violated the FLSA by refusing to pay Plaintiffs wages for all time worked.
- 137. Pursuant to 29 U.S.C. § 255, Plaintiffs are entitled to recover unpaid minimum wages for three years prior to the filing of this suit because Defendants' failure to pay minimum wages was a willful violation of the FLSA, 29 U.S.C. § 206.

WHEREFORE, Plaintiffs pray for a judgment against Defendants as follows:

- A. A judgment in the amount of unpaid minimum wages for all hours worked by Plaintiff other similarly situated employees;
- B. Liquidated damages in an amount equal to the amount of unpaid wages found to be due and owing;

- C. Reasonable attorneys' fees and costs incurred in filing this action; and
- D. Such other and further relief as this Court deems appropriate and just

COUNT XI

Violation of the Fair Labor Standards Act – Overtime Wages (Plaintiffs Ismael Andrade, Berenice Jacinto, and Jose Hernandez individually only against Defendants Ideal, Menzies, Alitalia, and Gate Gourmet only)

Plaintiffs incorporate and reallege paragraphs 1 through 137 as though set forth herein.

- 138. This count arises from Defendants Ideal, Menzies, Alitalia, and Gate Gourmet's violation of the FLSA, 29 U.S.C. §201, et seq., for their failure to pay overtime wages to Plaintiffs Ismael Andrade, Berenice Jacinto, and Jose Hernandez at a rate of one and one half times their regular hourly rate of pay.
- 139. Since July 17, 2005, Defendants Ideal, Menzies, Alitalia, and Gate Gourmet have been Plaintiffs' employers as defined by the FLSA.
- 140. During the course of their employment by Defendants Ideal, Menzies, Alitalia, and Gate Gourmet, Plaintiffs Ismael Andrade, Berenice Jacinto, and Jose Hernandez were not exempt from the overtime wage provisions of the FLSA, 29 U.S.C. §207.
- 141. Since July 17, 2005, Plaintiffs Ismael Andrade, Jose Hernandez, and Berenice Jacinto were required and/or permitted by Defendants Ideal, Menzies, Alitalia, and Gate Gourmet to work in excess of forty (40) hours in individual workweeks, and Plaintiffs did worked in excess of forty (40) hours in individual workweeks. See paragraph 58, *supra*.
- 142. Pursuant to 29 U.S.C. §207, Plaintiffs Ismael Andrade, Jose Hernandez, and Berenice Jacinto were entitled to be compensated at a rate of one and one-half times her regular hourly rate of pay for all time worked in excess of forty (40) hours in individual workweeks.

143. Defendants did not compensate Plaintiffs Ismael Andrade, Jose Hernandez, and Berenice Jacinto at a rate of one and one-half times their regular hourly rate of pay for all time worked in excess of forty (40) hours in that individual work weeks. See paragraph 58, supra.

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- 144. Defendants Ideal, Menzies, Alitalia, and Gate Gourmet's failure to pay overtime wages to Plaintiffs Ismael Andrade, Jose Hernandez, and Berenice Jacinto for all time worked in excess of forty (40) hours per week violated the FLSA, 29 U.S.C. § 207.
- 145. Defendants Ideal, Menzies, Alitalia, and Gate Gourmet willfully violated the FLSA by refusing to pay Plaintiffs Ismael Andrade, Jose Hernandez, and Berenice Jacinto overtime wages for all time worked in excess of forty (40) hours per week.
- 146. Plaintiffs Ismael Andrade, Jose Hernandez, and Berenice Jacinto are entitled to recover unpaid wages for up to three years prior to the filing of this suit because Defendant Ideal, Menzies, Alitalia, and Gate Gourmet's failure to pay overtime wages for hours worked in excess of forty (40) hours per week was a willful violation of the FLSA, 29 U.S.C. §207.

WHEREFORE, Plaintiffs Ismael Andrade, Jose Hernandez, and Berenice Jacinto pray for a judgment against Defendants Ideal, Menzies, Alitalia, and Gate Gourmet as follows:

- A. A judgment in the amount of one and one-half times Plaintiffs Ismael Andrade, Jose Hernandez, and Berenice Jacinto's regular rate for all time they worked in excess of forty (40) hours per week;
- B. Liquidated damages in an amount equal to the amount of unpaid overtime compensation found due;
- C. Reasonable attorneys' fees and costs incurred in filing this action; and
- D. Such other and further relief as this Court deems appropriate and just.

Respectfully submitted,

Dated: July 17, 2008

JOHN E. UNTEREKER
CHRISTOPHER J. WILLIAMS
Working Hands Legal Clinic (#44534)
77 W. Washington, Suite 1402
Chicago, Il 60602
(312) 795-9115

Attorneys for Plaintiffs

EXHIBIT A



6/24/2007

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6/18/2007 6/29/2007 24444

Pay Period: Pay Date: Check #:

Earnings Statement

IDEAL STAFFING SOLUTIONS INC 170 NORTH PINE LANE BENSENVILLE, IL 60106

0870 Department Number: Employee Number:

Number Of Allowances: Marital Status:

Rate:

3766 XXX-XXX SINGLE 05 9.0000 Social Security Number:

ISMAEL ANDRADE 460 W. IRVING PK RD BENSENVILLE, IL 60106

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6/24/2007

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6/18/2007 6/29/2007 Pay Period: Pay Date:

24445 Check#:

ISMAEL ANDRADE 460 W. IRVING PK RD BENSENVILLE, IL 60106

XXX-XX-3766 SINGLE

Social Security Number.

Marital Status:

Department Number: Employee Number:

Number Of Allowances:

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IDEAL STAFFING SOLUTIONS INC 170 NORTH PINE LANE BENSENVILLE, IL 60106

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EXHIBIT B

Earnings Statement

IDEAL STAFFING SOLUTIONS INC 170 NORTH PINE LANE BENSENVILLE, IL 60106

4/01/2007 β 3/26/2007 4/06/2007 Pay Period:

Pay Date:

23162 Check #:

BERNICE JACINTO 1066 IRVING PARK RD BENSENVILLE, IL 60106

XXX-XXX-9087 MARRIED

Social Security Number:

Marital Status:

Department Number. Employee Number:

Number Of Allowances: Rate:

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Gross Pay Year To Date

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Total Deductions This Period

Gross Pay This Period

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\$19.68-



Earnings Statement

to 4/01/2007 3/26/2007 4/06/2007 Pay Period: Pay Date:

23163 Check #:

XXX-XX-9087 MARRIED 07 9.0000

Social Security Number:

Marital Status:

Department Number: Employee Number:

Number Of Allowances:

Rate:

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BERNICE JACINTO 1066 IRVING PARK RD BENSENVILLE, IL 60106

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IDEAL STAFFING SOLUTIONS INC 170 NORTH PINE LANE BENSENVILLE, IL 60106

EXHIBIT C

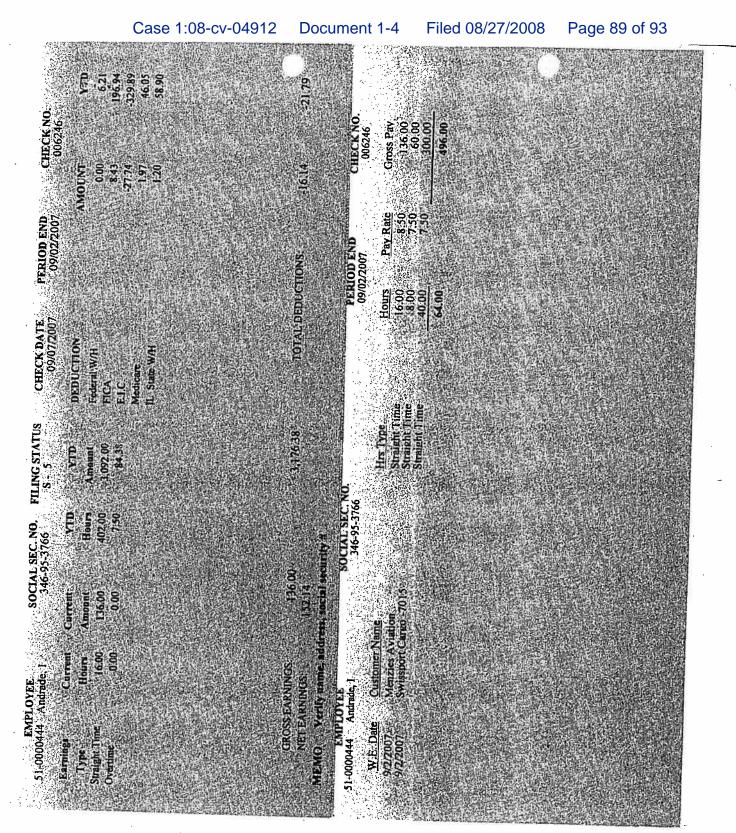


EXHIBIT D

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51-0000612 Hernandez, J.	Type Hours Amon Straight Time 6.00 51.		GROSS EARNINGS	MEMO Verity name, addit	51-0000612 Hernandezy J. W.E. Date Customer Name 10.28.2007 Merizes Aviatio		
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SOP History Transmittal Detail

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Transmittal #: 5956282

Entity: SWISSPORT CARGO SERVICES, INC.

Entity Id: 2167725

Entity Served: SWISSPORT CARGO SERVICES, INC.

Title of Action: MARCELINO ANDRADE v. IDEAL STAFFING SOLUTIONS, INC.

Document(s) Type: Summons/Complaint

Nature of Action: Labor / Employment

Court: Cook Circuit Court

Case #: 08 CH 25610

Jurisdiction Served In: Illinois

Date Served: 08/06/2008

Answer or Appearance Due: 30

Originally Served Upon: CSC

How Served: PERSONALSERVICE

Plaintiff's Attorney/Sender: John E. Untereker

Plaintiff's Attorney/Sender Phone: 312-795-9115

Enclosures: N/A

Client Requested Information: N/A

Transmittal Notes: N/A

Acknowledged By: MCELRATJ

Original Sent To:

Document Papers sent via Tracking Number Contact Attn Company Name Address

SOP Original Transmittal EDELIVERY Jacqueline Swissport North 45025 Aviation Dr Suite 350 Mcelrath America, Inc. Dulles VA 20166 USA

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Cover Letter America, Inc. Dulles VA 20166 USA
SOP Transmittal Copy And Jacqueline Swissport North 45035 Aviation Dr. Cuit

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